Affirmed - Dan'l Davis, Com'r
Nov 6. 17-650

Submitted

Swayne Davis

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. ~~543.~~ 588

THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY
PLAINTIFF IN ERROR,

vs.

DARIUS FULLER.

IN ERROR TO THE SUPREME COURT OF THE STATE OF IOWA.

FILED DECEMBER 15, 1871.

Regulation of Commerce

SUPREME COURT OF THE UNITED STATES.

No. 543.

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vs.

DARIUS FULLER.

IN ERROR TO THE SUPREME COURT OF THE STATE OF IOWA.

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1 Be it remembered that, on the 22d day of December, A. D. 1870, there was filed in the office of the clerk of the supreme court of Iowa a transcript in words and figures following:

2 STATE OF IOWA, *County of Marshall, ss:*

Pleas before the circuit court of Iowa, at a term begun and holden in the county of Marshall, on the 1st day of August, A. D. 1870, before the Hon. Henry Hudson, judge of the first circuit in the 11th judicial district of the State of Iowa.

DARIUS FULLER
vs.
THE C. & N. W. R. R. COMPANY. } At law.

Be it remembered that heretofore, to wit, on the 11th day of Jan., A. D. 1870, a petition was filed in the office of the clerk of the circuit court in and for the county of Marshall, in the words and figures following, to wit:

The plaintiff, Darius Fuller, claims of The Chicago and Northwestern Railway Co. $499.00, and, for cause of such claim, avers that heretofore, to wit, on the 19th day of October, 1868, and before and since that time, the defendants were and now are a railroad company, running and operating a railroad from Chicago, in the State of Illinois, and Marshalltown, in the State of Iowa, and engaged in carrying passengers and freight over the same, and were and now are a corporation, acting and doing business in the name and style they are now sued.

3 The plaintiff avers that, on or about Oct. 17th, 1868, he shipped and caused to be shipped over the defendants' railroad from Chicago, Illinois, to Marshalltown, Iowa, the following goods and merchandise: 3 extension-tables; 3 cases of tops; 1 bale of tops, of the weight of 400 pounds, which the defendant received and transported over their railroad to Marshalltown, and had them there ready for delivering, Oct. 19th, 1868, & said goods were what is known and denominated knock-down and unfinished furniture, and the rate of fare and freight for carrying such goods, and all furniture known as either knock-down or unfinished furniture, had been previously fixed by the defendant at $1.10 per hundred pounds, and the weight of said goods shipped by the plaintiff was 400 pounds, and the legal freight for carrying said goods from Chicago to Marshalltown, as fixed by the defendant, was 4.40 dollars. Yet the defendants wrongfully, willfully, and unlawfully, on the said 19th day of Oct., 1868, charged, demanded, and willfully received from the plaintiff the sum of $8.96 for transporting & carrying said goods from Chicago to Marshalltown, as aforesaid, whereby the defendants became liable to the plaintiff for the penalty fixed by statute in such case, for willfully receiving a greater rate of freight or fare than fixed by them, and posted up in their office, in the sum of from

4 one to two hundred dollars, as well as for $4.56, over-freight paid by plaintiff to defendant, which said sums are now justly due and owing to the plaintiff, & is unpaid, and the defendant has neglected and refused to pay the same. Wherefore the plaintiff brings suit.

Count 2nd.

And, for other and further cause of action, the plaintiff avers that, on the 14th day of November, 1868, the said defendant was a railway com-

pany and a corporation, as aforesaid, and were running and operating a railroad from Chicago, Illinois, to Marshalltown, Iowa, and had been, for a long time before that time, &, prior to that time, the plaintiff had caused to be shipped over defendants' railroad, from Chicago, in the State of Illinois, to Marshalltown, in the State of Iowa, consigned to the plaintiff, the following merchandise, to wit: 10 extension-tables, and ten cases of leaves, weighing 1,240 pounds, and seven extension-tables, and seven cases of tops, weighing 1,000 pounds, the same being unfinished furniture, and what is known as knock-down furniture, and the rate of freight and fare, as fixed by the defendant, and posted up in their office, at Marshalltown, Iowa, for transporting goods of that class, from Chicago to Marshalltown aforesaid, for either knocked-down or unfinished furniture, was only 1.10 per hundred pounds, as fixed by
5 them. Yet so it is the plaintiff charges that said defendant wrongfully, willfully, and unlawfully demanded and received from the plaintiff the sum of $50.20 for carrying and transporting said 4,240 of freight from Chicago, Illinois, to Marshalltown, Iowa, said sum being $25.58 in excess of the regular tariff and rate of freight and fare for carrying goods of that class from Chicago, Illinois, to Marshalltown, Iowa, & that amount in excess of what the defendant had a right to receive therefor, whereby they became liable to pay a penalty of $200.00, under an act entitled "An act in relation to the duties of railroad companies," *appended* April 8th, 1862, which said penalty, as well as overcharge, the defendants, although requested, *and* refused to pay, and the defendant is justly indebted to the plaintiff therefor, and the same is justly due and owing to the said plaintiff from the defendant. Plaintiff therefor' brings suit.

Count 3rd.

Your petitioner avers that, on the 9th day of April, 1868, and for a long time before that time, the defendants were a corporation and a railroad company, and now are such corporation and railroad company, and then and now are running and operating their road from Chicago,
6 in the State of Illinois, westerly, through Marshalltown, Iowa, and carrying freight and passengers as carriers, and prior to that time had fixed the rate of freight and fare for carrying goods, wares, and merchandise from Chicago to Marshalltown, Iowa, and had caused the same to be posted up in its stations & depots at Chicago, Illinois, and Marshalltown, Iowa. for transporting merchandise, and particularly for carrying furniture, known and denominated as knock-down or unfinished furniture, and the price so fixed for carrying goods of that class from Chicago, Illinois, to Marshalltown, Iowa, and the rate fixed was $1.20 per hundred pounds. And after said rate of fare and freight was so fixed, as aforesaid, for carrying goods of that class, as aforesaid, and shortly before the 9th day of April, 1868, one Sylvester Lacey, a merchant, had caused to be shipped from Chicago, Illinois, to Marshalltown, Iowa, the following merchandise, which was known as knock-down & unfinished furniture, to wit: 1 centre-table, 3 bales of stands, 2 bales leaf-ends, 6 bales of slate, 3 bails of rails, 3 wash-stands, 1 bale of stand-racks, 6 extension-tables, 6 cases of leaves, 1 bale of F. P. stuff, all weighing 1,200 pounds, and the same were consigned to S. Lacey, Marshalltown, Iowa; and prior to the 9th day of April, and before said goods arrived at Marshalltown, Iowa, the said S.
7 Lacey assigned and sold said goods to the plaintiff, per oral agreement, and directed him to receive said goods and pay the

charges thereon, the same being sold, subject to the said defendants' charge for fare & freight upon the same for transportation of said goods from Chicago to Marshalltown, Iowa, and the plaintiff called for said goods at the depot and freight-house of the defendant, and the defendant then wrongfully demanded, collected, & received from the said plaintiff the sum of $26.90 for freight for carrying and transporting 1,200 pounds of freight from Chicago to Marshalltown, the same being double the amount the defendant had a right to demand and receive from the plaintiff; whereby the defendant became & was liable to the plaintiff for the sum of $200.00, by law fixed as a penalty, under an act entitled, "An act in relation to the duties of railroad companies," passed April 8th, 1862, and for the sum of $13.45 illegal freight, willfully demanded & received from plaintiff, which said sums are now due and owing to the plaintiff, who is the lawful holder and owner of said indebtedness, and has sustained great damage.

Count 4th.

The plaintiff further avers that said defendant was, during the year 1868, a railroad company and a common carrier, & a corporation and running and operating a railroad from Chicago, Illinois, to Mar-
8 shalltown, Iowa; that, by virtue of an act entitled, "An act in relation to the duties of railroad companies," passed April 8th, 1862, it became the duty of the said defendant, on the 1st day of Sept. of each year of said defendants', and all railroad companies running and operating railroads in the State of Iowa, to fix its rate of fare & freight per mile, for transporting merchandise and articles of the 1st, 2nd, & 3rd, & 4th grades of freight, and on the 1st day of Oct. following to put up at all the stations & depots on its road a printed copy of such fare and freight, and cause a copy to remain posted during the year.

Your plaintiff avers that said defendant willfully neglected to fix, in the month of Sept., 1868, its rate of fare & freight per mile for transporting merchandise & articles of the 1st, 2nd, 3rd, & 4th grades of freight, and willfully neglected on the 1st day of Oct. of said year, to put up at all its stations & depots on its road, a printed copy of such fare and freight, and keep the same posted during said year, and particularly neglected to post up & keep posted up a printed copy of its rates of fare and freight, and cause a copy to remain posted during the year.

And this plaintiff, in the month of Nov., 1868, shipped 2,444 pounds of knock-down and unfinished furniture over the defendants'
9 railroad, from Chicago, Illinois, to Marshalltown, Iowa; and the defendants charged & willfully received a greater rate of freight & fare than that fixed by the defendant, & the plaintiff was compelled to pay double the amount of fare on said goods, to wit, $25.00 more than the defendant had a right to charge and receive, on account of the willful neglect of the defendant to post and keep posted at its depot & station, then kept by the defendant on its road at Marshalltown, Iowa, its rate of fare & freight per mile; whereby the plaintiff was ag'rieved and injured thereby, and the defendant became liable to the plaintiff in the sum of $200.00 penalty, incurred for such neglect under the statute. Plaintiff avers said sum is due, unpaid, and owing to the plaintiff, with interest from Nov. 14th, 1868, and prays judgment, with costs.

BOARDMAN, BROWN AND WILLIAMS,
Attorneys for Plaintiff.

(Endorsed:) Filed Jan. 11th, 1870. H. P. Williams, clerk.

And afterwards, to wit, Jan. 31st, 1870, the original notice in this cause was filed; which is in words & figures following, to wit, that is to say—

To the Chicago and Northwestern Railway Company, defendants:

You are hereby notified that, on or before the 12th day of
10 January, A. D. 1870, there will be filed in the office of the clerk of the circuit court of Iowa within and for the county of Marshall, the petition of Darius Fuller, claiming of you $499.00 as justly due him for your willfully receiving a greater rate of freight & fare for carrying merchandise than fixed and posted up at your depots & stations, and for money willfully received by you for transporting unfinished and knock-down furniture from Chicago, Illinois, to Marshalltown, Iowa, and for willfully neglecting to fix & post up the rate of fare & freight for transporting merchandise per mile on the grades of freight over your road at your depot and station at Marshalltown, Iowa.

Now, unless you appear and make defence thereto, at or before noon of the 2nd day of next term of said court, to be begun and held at Marshalltown on the first Monday, being the 7th day of February, A. D. 1870, your default will be entered, and a judgment rendered therein against you, as prayed for in said petition.

Dated this 10th day of Jan., A. D. 1870.

DARIUS FULLER, *Plaintiff.*

BOARDMAN, BROWN & WILLIAMS,
Attorneys for Plaintiff.

On which is endorsed the following return:

This notice came into my hands Jan. 10th, 1870, and the same
11 was served Jan. 13th, 1870, by reading the within to and delivering to C. C. Lytle a true copy thereof, in Marshalltown, Marshall County, Iowa, he being station-agent at Marshalltown, and in the employ of the within-named defendant.

J. L. HERBERT,
Sheriff of Marshall County, Iowa.
FRANK HAMILTON, *Deputy.*

(Endorsed:) Filed Jan. 31st, 1870. H. P. Williams, clerk.

And afterwards, to wit, on the 3rd day of May, 1870, the plaintiff filed amendment to petition, in words & figures following, to wit:

Amendment to petition.

DARIUS FULLER
vs.
THE CHICAGO AND NORTHWESTERN RAILWAY CO.

In circuit court, Marshall Co., Iowa, May term, 1870.

The plaintiff, for further cause of action, avers that the defendants are a corporation acting & doing business under the name & style in which they are sued, and a railway company running a railroad from Chicago, Ill., to Marshalltown, Iowa, and westerly, and defendants are indebted to plaintiff in the sum of $43.85, and interest for 2 years, as follows:

Par. 1st. That, on or about the 17th day of Oct., 1868, the plaintiff

shipped from Chicago, Ill., to Marshalltown, Iowa, the following
12 goods over the defendants' railroad, to wit: 3 extension-tables and 3 cases of table-tops, and one bale tops of the weight of 400 pounds, which defendants received and transported to Marshalltown, Iowa, and the freight on said goods, according to the rate of freight for carrying goods of that kind and class, as then fixed by defendants, was $4.40 100 pounds; yet the defendants afterwards willfully and wrongfully charged and compelled the plaintiff to pay the sum of $8.96 freight on said goods, the same being the sum of $4.52 more than the defendants were entitled to recover therefor, whereby plaintiff sustained great damage.

2nd par. And afterwards, and on the 14th day of Nov., 1868, the plaintiff shipped from Chicago, Illinois, to Marshalltown, Iowa, over defendants' railroad, 9 extension-tables; 2 cases of leaves; 7 cases of tops, weighing 2,240 pounds, the same being unfinished and knock-down furniture, which the defendants agreed to carry as common carriers at the usual price & rate of freight fixed by them; yet the defendants wrongfully, willfully demanded, collected, and received from plaintiff the sum of $50.20, the same being $25.58 in excess of the charges usually charged and the rate they had a right to charge for the freight on said goods, whereby plaintiff sustained great damage.

13 3rd par. The plaintiff further says that, on or about April 9th, 1868, one Sylvester Lacy caused to be shipped over defendants' railroad, from Chicago, Illinois, to Marshalltown, Iowa, the following goods, billed by defendant, as follows: 1 centre-table, 3 bales of stands, 2 bales leaf-ends, 6 bales of slats, 3 bails of rails, 3 wash-stands, 1 bale of stand-racks, 6 extension-tables, 6 cases of leaves, 1 bale of T. P. stuff, all weighing 1,200 pounds, consigned to said S. Lacey, Marshalltown, Iowa. And said defendants received said goods, and agreed to carry them at the usual rate of prices fixed for carrying goods of that class, said goods being undressed and unfinished, and knock-down furniture. Plaintiff avers that, after said goods were shipped, and during transit, the said S. Lacy sold said goods to the plaintiff, the plaintiff to pay freight upon the same; and on or about the 9th day of April, 1868, said goods arrived at Marshalltown, Iowa, and the defendants wrongfully charged, and willfully collected & received, and compelled plaintiff to pay the sum of $13.45 more than the ordinary rate of freight charged by defendants for carrying goods of that class, & more than the rate then fixed by defendants as their charges on goods of that class, whereby plaintiff sustained great damage.

14 Par. 4th. Plaintiff files this amendment under the rules of court, to divide and separate the claim for overcharge, in petition from penalty, and plaintiff substitutes this amended petition as a separate cause of action, for all the matter claimed for overcharge of freight in each count in petition, as separate from penalty therein claimed. Plaintiff further avers that defendants were a railroad corporation and common carriers, and received said goods in each paragraph in this amendment to petition, & collected & received willfully the said several sums named on the freight , should charge, and said sums have not been paid, and all owing to the plaintiff. Plaintiff prays judgment for amount claimed and costs.

BOARDMAN, BROWN AND WILLIAMS,
Attorneys for Plaintiff.

(Endorsed:) Filed May 3rd, 1870. H. P. Williams, clerk.

And, afterwards, to wit, on the 8th of Feb., 1870, there was filed motion to strike out surplus and redundant matter, in words and figures following, to wit:

Motion.

In the circuit court, Feb. term, A. D. 1870.

STATE OF IOWA, *Marshall County:*

DARIUS FULLER
vs.
THE C. & N. W. R. R. Co.

15 Comes now the defendant by Henderson Bros. and Merriman, its attorneys, and moves the court to strike out surplus and redundant matter in each of the 1st, 2nd, & 3rd counts of plaintiff's petition, viz, the claims for overcharges of freight in each of said counts, & for cause thereof shows to the court the following:

1st. That each of said counts claims a penalty under the statute for receiving a greater rate of freight than was *presented* by the statute, & having elected to proceed against the defendant for the penalty, plaintiff is not entitled to maintain his action for that & also for overcharges of freight.

2nd. It does not appear, from any of said counts, that the plaintiff did not entirely or by mistake or oversight pay the alleged overcharges.

3rd. There is no averment of any demand of said overcharges from defendant.

4th. It does not appear from said counts, or any of them, that the plaintiff did not knowingly & voluntarily pay the overcharges, & neglect to demand the same, for the purpose of maintaining his action for the penalty under the statute.

HENDERSON BROS. & MERRIMAN,
Defendants' Attorneys.

(Endorsed:) Filed Feb. 8th, 1870. H. P. Williams, clerk.

And, afterwards, to wit, May 4th, 1870, the defendant filed in said cause, motion to strike amendment to petition & petition, in words & figures following, to wit:

16 *Motion to strike amendment to petition, and petition.*

Circuit court, May term, A. D. 1870.

STATE OF IOWA, *Marshall County:*

DARIUS FULLER
vs.
C. & N. W. R. R. Co.

Comes now the defendant, by Henderson & Merriman, its attorneys, and moves the court to strike the petition and amendment thereto from the files, & compel the plaintiff to set out, by separate counts, the different causes of action in said petition contained, or to be relied upon, & for cause shows to the court the following:

1st. That the petition in this cause claims the right to recover certain overcharges alleged to have been paid by plaintiff upon each of the shipments therein named, & also penalties for such overcharges, & upon each of them, and such 2 distinct claims, or in each case in the same court, in said petition.

2nd. That, by judgment of court, said plaintiff was ordered to divide & separate the counts in his petition, & set out his causes of action in independent counts; that, in the response thereto, said plaintiff has filed an amendment to said petition, containing four paragraphs, each of which said paragraphs contains a separate, distinct, and independent cause of action, to wit, one cause of action for each of the alleged overcharges, and different and distinct shipments.

17 3rd. That defendant cannot plead to said petition, or the different counts thereof, because there are 2 causes of action set up in each of said counts, & to plead thereto will lead to inextricable confession by reason of the different causes of defence to each of said different causes of action to be plead by the defendant.

4th. That defendant cannot safely plead to said pretended amendment, because the same is evasive of the causes of action set out in said petition, & still leaves the same causes of action set up therein also set up and charged in said petition.

HENDERSON & MERRIMAN,
Defendants' Attorneys.

(Endorsed:) Filed May 4th, 1870. H. P. Williams, clerk.

STATE OF IOWA, *County of Marshall, ss:*

DARIUS FULLER
vs.
C. & N. W. R. R. Co. } At law.

Be it remembered that heretofore, to wit, on the 5th day of May, A. D. 1870, an amended petition, in place of all other pleadings filed, was filed in the office of the clerk of the circuit court in & for the county of Marshall, in the words & figures following, to wit:

The plaintiff, Darius Fuller, claims of the Chicago & North-
18 western Railway Co. $499.00 and interest from the time this suit
, was commenced, & for cause thereof avers that, since the first day of January, A. D. 1867, the defendants have been & now are a corporation and a railway com., running and operating a railroad from Chicago, Ill., westerly to Marshalltown, in the State of Iowa, & engaged in carrying freight and passengers as common carriers, and their corporate name is the same name as the name they are sued in this cause. The plaintiff avers that, on or about Oct. 17th, 1868, he shipped over the defendants' railroad (then run and operated by them) from Chicago, in the State of Illinois, to Marshalltown, in the State of Iowa, the following goods and merchandise, to wit: 3 extension-tables, 3 cases of tops, 1 bale of tops, weight 400 pounds, which goods were consigned to the plaintiff, and the defendant received said goods, & transported the same over their railroad to Marshalltown, Iowa, and had them there ready for delivering, Oct. 19th, 1868. Plaintiff avers said goods above named were what is named & denominated by carriers as knock-down & unfinished furniture, and the rate of fare and freight for carrying goods known as either knock-down or unfinished furniture, has been previously

19 fixed by the defendants at $1.10 per 100 lbs. from Chicago, Ill., to Marshalltown, Iowa, and the defendant was entitled to receive the sum of $4.40, and no more, for transporting said goods, according the *the* tariffs of price by it fixed for transporting goods of that class, said tariff of price then being in force & by defendant adopted as its rate of fare. Yet said defendant willfully demanded, collected, and received from plaintiff, and required the plaintiff to pay, the sum of $8.96 for the carrying of said goods from Chicago, Ill., to Marshalltown, Iowa, to the *just* injury of plaintiff, whereby the defendants became liable to pay the plaintiff the sum of $200.00, the penalty fixed by statute in such cases for willfully receiving a greater rate of freight or fare than by defendant fixed and posted up in its offices in such cases; which said sum is now due, unpaid, and owing the plaintiff from defendant.

Count 2nd.

The plaintiff, for further cause of action, avers the defendant now is, and for more than 2 years last has been, a corporation and a railroad company, engaged in running and operating a railroad from Chicago, Illinois, to Marshalltown, Iowa, carrying freight and passengers over the same, as aforesaid; and on the 14th day of Nov., 1868, the plaintiff caused to be shipped from Chicago, Illinois, to Marshalltown,
20 Iowa, over the defendants' railroad, the following goods and merchandise, to wit: 10 extension-tables, 10 cases of leaves, weighing 1,240 pounds, and 7 extension-tables and 7 cases of tops, weighing 1,000 pounds, all consigned to the plaintiff, and the same being unfinished furniture and knock-down furniture; and previous to the time of shipment of said goods, the defendants had fixed the rate of fare and freight for carrying goods of that class from Chicago, Illinois, to Marshalltown, Iowa, at $1.10 per hundred pounds, which said rate had not been changed before the time of the arrival of said goods at Marshalltown, Iowa. Your petitioner avers the defendant, upon the arrival of said goods at Marshalltown, Iowa, and on or about November 14th, 1868, willfully & unlawfully demanded, collected, & received from the plaintiff the sum of $50.20 for carrying said goods from Chicago aforesaid to Marshalltown aforesaid for the freight of the same, which said sum was $25.58 more than the rate of freight and fare previously fixed by defendant for carrying goods of that class from Chicago, Illinois, to Marshalltown, Iowa, as aforesaid, and that sum more than defendant was entitled to receive, whereby the plaintiff was greatly injured, and whereby the defendants became indebted to the plaintiff in the sum of
21 $200.00 for the statute penalty under section 2 of an act entitled "An act in relation to the duties of railroad companies," approved April 8th, 1862, of the laws of the general assembly of the State of Iowa, which sum is now due, unpaid, and justly owing to the plaintiff; and he brings suit therefor.

Count 3rd.

And further cause of action the plaintiff avers, the defendant aforesaid is and has been for 3 years last past, a corporation, as aforesaid, and a railroad company, running and operating its railroad from Chicago, Illinois, to Marshalltown, Iowa, and conveying freight and passengers over said railroad, generally, for hire, and shortly before the 9th day of April, 1868, one Sylvester Lacy caused to be shipped over the defendants' railroad, from Chicago, Illinois, to Marshalltown, Iowa, the

following goods and merchandise, to wit: 1 centre-table, 3 bales stands, 2 bales lounge-ends, 6 bales slats, 3 bails of rails, 3 wash-stands, 1 bale stand-backs, 6 extension-tables, 6 cases of leaves, 1 bale of T. P. stuff, and weighing 1,200 pounds, & the same is what is known and denominated as unfinished and knock-down furniture; and your petitioner avers that, prior to the time of the shipment of said goods, the defendant had fixed its rate of freight for carrying goods of that class from Chicago, Illinois, to Marshalltown, Iowa, which said rate, so fixed by defendant, and in force at the time said goods were shipped, and for a long
22 time thereafter, was $1.10 per hundred pounds, for carrying goods of the class the goods afore-named belongs. Your petitioner avers that, before the 9th day of April, 1868, and after the said goods were so shipped by Sylvester Lacy aforesaid, and before said goods arrived at Marshalltown, Iowa, and while they were in transit, said Lacy, by verbal contract, sold and assigned the said goods to the plaintiff, subject to the legal charges of the defendant for freight on the same, and directed the plaintiff to receive said goods on their arrival, & said goods arrived at Marshalltown, Iowa, April 9th, 1868, and the defendant unlawfully and willfully demanded, and collected, and received from the plaintiff the sum of $26.90, as freight for transporting said goods from Chicago to Marshalltown, as aforesaid, said sum being double the amount the defendant was entitled to collect and receive for said freight, to the great damage and injury of the plaintiff, whereby the plaintiff became entitled to collect, sue for, and recover of the defendant a penalty of $200.00, as fixed by statute in such case, for receiving willfully a greater rate of freight for carrying and transporting goods and merchandise than that fixed and posted up by the defendants, under an act of the 9th general assembly of the State of Iowa, entitled "An act
23 in relation to the duties of railroad companies," approved April 8th, 1862, which said sum of $200.00 is now due, unpaid, and justly owing the plaintiff, and he therefore brings suit.

Count 4.

And for further cause of action, this plaintiff avers that heretofore, to wit, on the 1st day of Jan., 1867, the defendant was, & now is, a corporation, acting & doing business under the name and style in which they are sued, and a railroad company, and running and operating a railroad from Chicago, Ill., to Marshalltown, Iowa. Plaintiff further avers that, by virtue of an act entitled "An act in relation to the duties of railroad companies," passed by the 9th general assembly of the State of Iowa, approved April 8th, 1862, it became the duty of the defendant, on the 1st day of Sept. of each year, to fix the rate of fare for freight per mile for transporting merchandise & articles of the 1st, 2nd, 3rd, & 4th grades of freight, and on the 1st day of Oct. following, to put up at all the stations and depots on its road a printed copy of such fare and freight, and cause a copy to remain posted during the year.

Your petitioner avers that said defendant willfully neglected to fix in the month of Sept., in the year 1867 & 1868, its rate of fare and freight per mile, for transporting merchandise and articles of the 1st, 2nd,
24 3rd, & 4th grades of freight, operated by defendants, in the State of Iowa; and willfully neglected, on the 1st day of Oct., 1867 & 1868, of said years, to post or put up at all its stations & depots on its road in said State, a printed copy of such rates of fare and freight, and keep the same posted up during said years, or either of them, and particularly neglected to post and keep posted up a printed copy of its rates

of fare and freight at Marshalltown, Iowa, where it had a depot & station, and was receiving and delivering freight, during said years, & each of them.

Your petitioner avers that, in the month of April, 1868, and in the month of Nov., 1868, he shipped and caused to be shipped, goods & merchandise over the defendants' railroad, from Chicago, Illinois, to Marshalltown, Iowa, and the defendants charged, and willfully received from the plaintiff, the sum of $26.90, in the month of April, and on or about the 9th day of April, 1868, and the sum of fifty dollars in the month of Nov., 1868, upon 2 several shipments of goods, known and denominated as knock-down furniture, one on the 9th day of April, 1868, and one of the 14th day of Oct., 1868, which said sums were double the amount of the rate of freight the defendants were allowed to receive on each or either of said shipments, and the same was in double the amount of the rate of freight & fare fixed by the defendant for carrying
25 goods of the class and grade to which said shipments of knock-down furniture belonged, & was thereby injured, & compelled to pay said sum, because the rate of freight and fare on goods of that class was not posted upon defendants' depot, at Marshalltown, Iowa, where he received and paid said illegal freight on said goods, not knowing or being informed of the true rate of freight per mile, and such rate not being fixed or posted up, and thereby he became liable to receive and incur the penalty on such neglect on the part of the defendant, & the defendant became indebted to the plaintiff in the sum of $200.00, penalty incurred, & brings suit, which said sum is now due & owing to the said plaintiff, and has not been paid, and he prays judgment therefor.

Count 5.

And for further cause of action, the plaintiff avers that the defendant is, & for 3 years last past has been, a corporation and a railroad company, and running and operated a railroad from Chicago, Illinois, to Marshalltown, Iowa, carrying, during all of said time, freight and passengers. Plaintiff further charges the defendant is justly indebted to him in the further sum of $43.00 for money paid by plaintiff on 3 consignments of freight shipped by the plaintiff over the defendants' railroad from Chicago, Illinois, to Marshalltown, Iowa, the same being for over-charges on said several consignments, and a greater sum that the
26 defendants were entitled to receive, and over and above the charges due the defendants for carrying said freight; and for more specific statement of said indebtedness the plaintiff shows that, on or about the 9th day of April, 1868, one Sylvester Lacy shipped from Chicago, Illinois, to Marshalltown, Iowa, over the defendants' railroad, one bill of unfinished and knock-down furniture, weighing 1,200 lbs., and while said goods were in transit, sold, by oral agreement, said goods to the plaintiff, subject to the just charges of the defendant for freight upon said goods was no more than $1.10 per hundred pounds, according to the rate of freight & fare fixed by the defendants for carrying goods of that class and grades from Chicago, Illinois, to Marshalltown, Iowa; and the defendant was not entitled to receive more, yet the defendant charged wrongfully the sum of $26.90 for fare and freight on said goods, which was double the amount defendant was lawfully authorized to charge, & double the amount the defendant was entitled to receive therefor, and plaintiff paid the same, defendant refusing to deliver said goods unless said sum was paid, & wrongfully and willfully pretending it was entitled to that sum, whereby plaintiff was greatly damaged.

2d par. Plaintiff charges that, on or shortly before the 14th day of Nov., 1868, he shipped over defendants' railroad, from Chicago,
27 Illinois, to Marshalltown, Iowa, a bill or consignment of merchandise, weighing 2,240 pounds, the same being what is known and denominated as knock-down and unfinished furniture, and the rate of fare & freight for carrying the same, according to the rate then fixed and established by the defendant, was $1.10 per hundred pounds; and defendant transferred said goods from said place of shipment to the place of destination; and before it delivered the same to plaintiff, the consignee of said goods, wrongfully and willfully collected, demanded, and received of plaintiff, & required plaintiff to pay, and plaintiff did pay defendant, under protest, in order to get his goods, the sum of $50.20, which sum was $25.58 in excess of the legal & lawful charges the defendant was entitled to recover therefor, whereby plaintiff was greatly damaged. Plaintiff further charges that, on or about the 17th day of October, 1868, plaintiff shipped, consigned to himself, from Chicago, Illinois, to Marshalltown, Iowa, over the defendants' railroad, a bill of merchandise known and denominated as knock-down & unfinished furniture, weighing 400 pounds, & the rate of fare and freight on the same for carrying said goods from the place of shipment to the place of destination was $1.10 per hundred pounds, as fixed by the tariff
28 of prices at that time & before that time by defendant for carrying goods of that class between said points or places, and defendant was not entitled to collect or receive more. Yet the defendants unlawfully demanded, collected, and refused to deliver said goods to plaintiff till he paid, and he did pay, under protest, to defendant, the sum of $8.96 for freight on said goods, which was $4.40 more than defendant was entitled to receive therefor, whereby plaintiff was greatly damaged.

Plaintiff avers that each of said sums paid defendant over what they were entitled to receive for freight as aforesaid have not been refunded by defendants to him, and are unpaid and are justly owing him from plaintiff, whereby he brings suit.

The plaintiff prays judgment on all the several causes of action stated in this petition, in the sum of $499 $\frac{00}{100}$, & interest from the day this suit was commenced, & costs.

BOARDMAN, BROWN AND WILLIAMS,
Attorneys for Plaintiff.

(Endorsed:) Filed May 5th, 1870. H. P. Williams, clerk.

And afterwards, to wit, August 1st, 1870, this plaintiff filed motion for more specific statement, which is in words and figures following, to wit:

29 *Motion for more specific statement.*

Circuit court of Marshall county, August term, 1870.

DARIUS FULLER
vs.
C. & N. W. R. R. Co.

Comes plaintiff and moves that the defendant state specifically whether the contracts in the 2d defence of answer to amended petition referred to are in writing or not.

Also to set out said contracts fully and specifically, and if they are in writing that the same be copied, and a copy furnished to the plaintiff. Also what were the prices at which it was agreed the goods should be transported.

Also what part of the amended petition is denied, & what admitted, as it is impossible to know by said answer.

BOARDMAN, BROWN AND WILLIAMS,
Attorneys for Plaintiff.

(Endorsed:) Filed Aug. 1st, 1870. H. P. Williams, clerk.

And afterwards, August 4th, 1870, the plaintiff filed motion to strike out one defence, which said motion is in words & figures, to wit:

Motion to strike out.

In circuit court. August 1st, 1870.

DARIUS FULLER
vs.
C. & N. W. R. R. Co.

Comes plaintiff & moves the court to rule defendant to strike
30 out the 3rd defence of answer, or (declining) to pay costs of trial if found liable to this motion. For cause submitting the annexed affidavit.

N. E. J. BOARDMAN,
Plaintiff's Attorney.

STATE OF IOWA, *Marshall County, ss:*

I, N. E. J. Boardman, on oath, say that the first & third defences of the answer to the amended petition embrace one and the same identical defence, and that the 3rd defence is clear surplusage.

N. E. J. BOARDMAN.

Subscribed in my presence & sworn to before me this 20th day of July, 1870.

[L. S.] C. E. BOARDMAN,
Notary Public, Marshall Co., Iowa.

(Endorsed:) Filed August 4th, 1870. H. P. Williams, clerk.

And afterwards, to wit, August 4th, 1870, this defendant filed in said cause amended answer to plaintiff's amended substituted petition, and in lieu of defendant's answer to said petition, in words and figures following, to wit:

Amended answer to plaintiff's amended & substituted petition, and in lieu of defendant's answer to said petition.

Circuit court. May term, A. D. 1870.

31 DARIUS FULLER
vs.
THE CHICAGO AND NORTHWESTERN RAILway Co.

STATE OF IOWA, *Marshall County,*

Comes now the defendant by Henderson and Merriman, its attorneys, & by leave of court, first thereunto had & obtained, answering the plaint-

iff's amended and substituted petition in this cause filed, & each and every count and paragraph of the same, files this, its amended answer, and states to the court.

FIRST DEFENCE.

1st. The defendant denies each and every allegation in said petition, and in the several counts and paragraphs of the same, and each and every item of account or claim therein made not hereafter in this answer expressly admitted.

2nd. The defendant admits that it is a corporation running and operating a railway between Chicago, in the State of Illinois, and Marshalltown, in the State of Iowa, the same being a continuous line of railway.

3rd. The defendant admits that on or about the 17th day of October, 1868, and on or about the 14th day of November, 1868, and shortly before the 9th day of April, 1868, the plaintiff caused to be shipped the several descriptions of goods, wares, and merchandise mentioned
32 and referred to in the first, second, and third counts of said petition, being the same mentioned and referred to in the fourth count thereof, over the defendant's line of railway between Chicago, Illinois, and Marshalltown, Iowa, but denies that the same or any portion thereof were known and denominated as knocked down or unfinished furniture.

Wherefore defendant demand' judgment with the costs of suit, &c.

SECOND DEFENCE.

The defendant for further and other answer said petition states:

That it admits that the said several articles of merchandise mentioned & referred to in said petition were shipped in the quantities, and at the times stated in said petition, and were transported by defendant between the points named, to wit, Chicago, in the State of Illinois, & Marshalltown, in the State of Iowa; but defendant denies that the same were shipped at and for the prices named & stated in said petition, & in the manner therein specified, but avers the truth to be that said several articles of merchandise were, by said plaintiff, to wit, by the consignor or agent of said plaintiff to this defendant, to be transported from said Chicago to said Marshalltown, at & for the prices, at and for which the same were severally and actually transported,
33 being the same charged by defendant & paid by said plaintiff; that at the time of the delivery of said merchandise as aforesaid, the same was classified and denominated as set-up furniture; that said contracts, partly written and partly printed, were in forms of bills of lading, the original or a copy of which were delivered to plaintiff with the goods aforesaid, for shipment and transportation, were made in Chicago at the time of the delivery of said merchandise aforesaid, and were not subject to the laws of Iowa under which plaintiff claims; that under & by virtue of said several contracts, written and printed as aforesaid, *and* several articles of merchandise were carried and transported by said defendant from said Chicago to said Marshalltown, at which said Marshalltown the said several articles of merchandise were delivered to & accepted by said plaintiff, and the prices charged for transportation of the same by said defendant, and in accordance with the terms of said written & printed contracts were at the time of said delivering, duly, and freely, and voluntarily paid by said plaintiff in full. Wherefor' defendants demand*s* judgment with its costs in this suit expended.

THIRD DEFENCE.

And for other and further answer unto plaintiff's petition herein
34 defendant says: That it denies that the said alleged overcharges were collected, received, or demanded by this defendant of or from said plaintiff, wrongfully or willfully, or that at the time of said alleged overcharges, defendant it was entitled to the same, or that said plaintiff protested against the payment of the same or any part of the same; but defendant alleges and avers the truth to be, that said overcharges, if any, were paid by said plaintiff freely, voluntarily, & without protest or objection of any kind, & without notice to defendant at said time or at any time prior to the commencement of this suit of any claim for or to said alleged overcharges, or any one of the same or part or parts of the same, or any of them, and that demand was never made of this defendant for the return of said overcharges, before the commencement of this suit, nor did defendant in fact know of the existence of said claim prior to the commencement of this suit. Wherefore, defendant demands judgment and costs of suit, &c.

FOURTH DEFENCE.

And this defendant, further answering said petition, shows to the court the following: That defendant is a corporation, having its existence and principal place of business in Chicago, in the State of Illinois, & operating as lessee, a continuous line of railway from said Chi-
35 cago to the Missouri River, and in and through the State of Iowa, which said railway is generally known as the Chicago & Northwestern Railway, and that Marshalltown is on the line of said railway, and that the business of defendant is carrying and transporting, among other things, merchandise over said line of railway; that the goods, wares, and merchandise mentioned and referred to in plaintiff's petition, and all of the same were transported by defendant from said Chicago, in the State of Illinois, to Marshalltown, in the State of Iowa; that by the Constitution of the United States, exclusive power is given to the Congress of the United States to regulate commerce among the several States; that the act of the 9th general assembly of the State of Iowa, referred to in plaintiff's petition and the act of the 12th general assembly of the State of Iowa, amendatory thereto, & under which plaintiff brings his suit, & so far as the same may be applicable to the matters in controversy in this suit, unconstitutional and void, and repugnant to the Constitution of the United States and the laws of Congress passed thereunder. Wherefore, plaintiff cannot have or maintain this, his action, against defendant, and defendant prays to be hence dismissed without day, with its costs in this behalf expended, &c., &c., &c.

36 FIFTH DEFENCE.

And this defendant, further answering specially the 5th count in plaintiff's amended petition, shows to the court that it denies that the said alleged overcharges were collected, received, or demanded by this defendant of or from said plaintiff wrongfully or willfully; or that at the time of said alleged overcharges defendant pretended it was entitled to the same; or that said plaintiff protested against the payment of the same, or any part of the same; but defendant alleges and avers the truth to be that said overcharges, if any, were paid by said plaintiff

freely, voluntarily, or without protest or objection of any kind, & without notice to defendant at said time, or any time prior to the commencement of this suit, of any claim for or to said alleged overcharges, or any one of the same, or part or parts of the same, or any of them, and that demand was never made of this defendant for the return of said alleged overcharges before the commencement of this suit, nor did defendant, in fact, know of the existence of said claim prior to the commencement of this suit. Wherefor' defendant demands judgment, with costs, &c.

HENDERSON AND MERRIMAN,
Defendant's Attorney.

(Endorsed:) Filed August 4th, 1870. H. P. Williams, clerk.

37 And afterwards, to wit, August 4th, 1870, this plaintiff filed motion to strike in said cause; which is in words & figures following, to wit:

Motion to strike.

Circuit court, Marshall County, August term, 1870.

DARIUS FULLER
vs.
C. & N. W. R. R. Co.

Comes plaintiff and moves the second defence in the answer to amended petition be struck from file.

1st. Because it is new matter of denial, (and not new affirmation matter confessing the allegations of the petition and seeking to confess and avoid.)

2nd. It is plain that said facts and allegations, if admissable at all, can be found under the first defence, and are surplusage.

3rd. The defences, contract, and voluntary payment are pretended to be set out in 1 count, and therefor' the same is double.

Plaintiff also moves to strike the 3rd count or defence in said answer.

1st. Because surplusage.

2nd. Because mere denial of the petition which has already been traversed in the first defence.

3rd. Because said defence is a statement in detail of evidence without any new affirmative matter.

4th. Because mere repetition of the 1st defence.

5th. And because much of said pleadings is ambiguous, in that
38 it is in the alternative, and no issue is made.

BOARDMAN, BROWN AND WILLIAMS,
Attorneys for Plaintiff.

(Endorsed:) Filed August 1st, 1870. N. P. Williams, clerk.

And afterwards, to wit, August 5th, 1870, this plaintiff filed in said cause demur'er in words and figures following, to wit:

Demur'er.

In circuit court, Marshall County, Iowa, August 1, 1870.

DARIUS FULLER
vs.
CHICAGO AND N. W. R. R. Co.

The plaintiff demurs to the following counts in defendant's answer to amended petition:

1st. To the second defence for these reasons:

(*a.*) No contract is set out out or specifically averred and shown.

(*b.*) It is pretended there was a contract, but it is plain it is pretense only.

(*c.*) The matters of contract and voluntary payment are admissible (if at all) under the 1st defence.

(*d.*) Neither contract nor voluntary payment will avoid the willful reception of extortionate overcharges under the statute.

(*e.*) In *arriving* the goods were transported for the prices they were transported. There is no defence shown.

2nd. Plaintiff demurs to the 3rd defence:

39 (*a.*) It is matter of denial and therefor' repetition of 1st defence, and surplusage.

(*b.*) It is admissible (if at all) under the 1st defence.

(*c.*) The voluntary payment by plaintiff would not avoid the willful extortion and overcharge practiced by defendant and forbidden by statute.

(*d.*) Said defence is mere detail of evidence, and does not properly include any matter of confession and avoidance.

(*e.*) While purporting to be matter of confession and avoidance it does not, directly or indirectly, confess the allegations of the petition.

(*f.*) It is not pretended that plaintiff paid having knowledge of the overcharge.

BOARDMAN, BROWN AND WILLIAMS,
Attorneys for Plaintiff.

Plaintiff also demurs to the 4th defence.

1st. It is based upon a conclusion of law already determined adversely to defendant by demur'er to petition.

2nd. No facts are alleged sufficient to show unconstitu'*ni*ality.

3rd. No issue of fact is to be found therein material to his case.

BOARDMAN, BROWN AND WILLIAMS,
Attorneys for Plaintiff.

(Endorsed:) Filed August 5th, 1870. N. P. Williams, clerk.

40 And afterwards, to wit, August 11th, 1870, this plaintiff filed in said cause motion to strike amendment to petition and petition, in words and figures following, to wit:

Motion.

DARIUS FULLER
vs.
C. & N. W. R. R. Co.

Now comes plaintiff, & moves a correction of the record in accordance with the facts, as follows:

1st. On page 354, add to the record entry by plaintiff, confessed by defendant and leave taken to file an amended answer.

2nd. On page 384, amended, so it shall appear that plaintiff filed demur'er to 1st, 2nd, 3rd, and 4th defences of the amended answer; that demur'er to 2nd demur'er was withdrawn; the rulings of the court thereon and the exceptions of plaintiff.

3rd. Vacate the entry on page 391, so that the fact will appear that no

motion for new trial had been filed nor any hearing had thereon, (prior to the 11th of August,) & in accordance with the facts.

In support of the above plaintiff submits the annexed affidavit.

BOARDMAN, BROWN & WILLIAMS,
Attorneys for Plaintiff.

STATE OF IOWA, *Marshall County, ss:*

41 We, N. E. J. Boardman and T. Brown, on oath, say that we were the attorneys for plaintiff in foregoing cause, and no other attorney was present for plaintiff or took part in the same; that we believe ourselves cognizant of all proceedings had in the same, and that the record should be corrected in the particulars above shown, in order to confirm with the facts.

And we further say that we have enquired and examined daily since the verdict, and have been unable to see, find, or know of any motion for new trial or in arrest of judgment; that we are satisfied no such motion has ever been either presented, called up, or argued; that, on the afternoon of Wed., August 10th, during open court, the said affiant Brown, by the request of affiant Boardman, stated to the court that there was no understanding that would be given, beyond that given by, for the preparation of said motion & bill of exceptions, and thereupon it was suggested by the court that such motion and bill should soon be prepared, or words to that effect.

Yet affiants aver that now, on the morning of the 11th of August, & to that time, no motion as aforesaid, nor bill as aforesaid, has been in fact filed nor in any manner exhibited.

N. E. J. BOARDMAN.
T. BROWN.

42 Subscribed in my presence and sworn to before me by N. E. J. Boardman and T. Brown this 11th day of August, 1870, as witness my hand & seal official.

N. P. WILLIAMS, *Clerk.*

(Endorsed:) Filed Aug. 11th, 1870. N. P. Williams, clerk.

And afterwards, to wit, Aug. 11th, 1870, there was filed in said cause a bill of exceptions, in words and figures following, to wit:

Bill of exceptions.

In the circuit court. August term, A. D. 1870.

STATE OF IOWA, *Marshall County:*

DARIUS FULLER
vs.
CHICAGO AND NORTHWESTERN RAILWAY Company.

Be it remembered that, at the August term, A. D. 1870, of the circuit court, and on the 5th day of August, A. D. 1870, this cause coming on for trial before the court and a jury, & its issues joined therein, the plaintiff, to sustain the issues on his part, introduced the following-named witnesses, who testified as follows:

The plaintiff, before producing his evidence, called upon defendant to produce the freight-tariff of the defendant for 1868, and in accordance with the following notice to defendant:

43 DARIUS FULLER.

I am the plaintiff in this case. I have been engaged in the furniture business. Have had dealings with the defendant; C. C. Lytle was the defendant's agent; have seen bills now shown me before. The bills were brought to me by I. J. Sanford. He received money for Mr. Lytle. I employed Sanford to do my draying; don't know whether Sanford was agent for defendant or not. The extension tables mentioned in the bills are what we call unfinished furniture. The word "tops," used in the bills, mean table-leaves. They are in separate lots from the tables. It is necessary to put on castors and varnish the table in order to furnish them. There is no difference between case of tops and bale of tops. I have been two and a half years in the furniture business. I consider the furniture as mentioned in the bills as "knock-down." All the furniture in the bills was unfinished and knock-down.

(Plaintiff here introduced the four way-bills of goods referred to in pleadings.)

Freight and charges payable on delivery of goods. Current funds only received.

S. LACY:

APRIL 9TH, 1868.

To the Chicago & Northwestern Railway Company, Dr.

For transportation and charges on 1 centre table, 3 bales t. p. stands, 2 bales l. ends, 6 bales of slats, 30 rails; 310 stands, 1 bale of s.
44 backs, 6 extension tables, 6 cases of leaves, 1 bale t. p. stuff; weight 1,200 pounds.

Freight	$26 90
Advance charges	$3 60
Total	$30 50

(Signed) C. C. LYTLE, *Agent.*

Consignee: D. FULLER.

OCT. 19TH, 1868.

To the Chicago and Northwestern Railway Co., Dr.

For transportation and charges on 3 extension tables, 3 cases of tops, 1 bale of tops; weight 400 pounds.

From S. & B. Car, No. 3456. Way-bill No. 9744.

Charges	$8 96
Advance charges	$1 24
Total	$10 20

Received payment.

C. C. LYTLE, *Agent.*

Consignee: D. FULLER.

NOV. 14TH, 1868.

To the Chicago and Northwestern Railway Company, Dr.

For transportation & charges on 7 extension tables, 7 cases of tops from Chicago; weight 1,000 pounds.

Car number 3152. Way-bill 1880.	Charges	$22 40
	Advance charges	$3 00
	Total	$25 40

Received payment.

C. C. LYTLE, *Agent.*

Consignee: D. FULLER.

To the Chicago and Northwestern Railway Co., Dr.

For transportation and charges on 10 extension tables, 10 cases of leaves; weight 1,240 pounds.

From S. & B. Car, No. 3152. Way-bill 1880.	Charges	$27 80
	Advance charges	$8 05
	Total	$35 85

Received payment.
(Signed) C. C. LYTLE, *Agent.*

The bill of lading running to Lacy was paid by me; I bought of
45 Lacy before the goods arrived, and he turned the same over to me, and sold to me, and I paid the freight. I think the classification is the same for 1869 and 1870, as it was in 1868. The furniture mentioned in the bills belonged to the first class, and chargeable with one dollar and twelve cents per 100 pounds of freight from Chicago to Marshalltown.

Question. What part or action, or what agency, has Mr. Sandford in connection with the defendant?

Answer. He received my money for the payment of freight. I always took a receipt from Sandford. I heard Lytle say Sandford gave him a bond for the payment of money.

Question. You may now state what you said to Mr. Sandford at the time the freight was delivered.

(Objected to by defendant, on the ground that Mr. Sandford is not shown to be an agent of defendant, or authorized or empowered to act for the defendant in the premises. Objection overruled and defendant at the time excepted.)

Answer. I told him I thought the freight on the tables was to' high.

Question. State anything you may know as to how far the railway company, or its station-agent at this point, had knowledge of Mr. Sandford's acting for them in the delivery of goods and receipts signed by the station-agent, Lytle, for money for freights at or about the time you paid these bills to Sandford.

46 (Objected to by defendant, on the grounds that it is immaterial what the station-agent knew about it. Objection overruled, and defendant excepted.)

Answer. I only know that I paid him the money on the bills, so far as I could judge. I have seen him receive goods from the cars at the station.

Question. What answer did Mr. Sandford give you, when you told him the freight was too high?

(Objected to by defendant, on the ground that Sandford is not known to have been agent for defendant, nor authorized to act or speak for defendant. Objection overruled and defendant excepted.)

Answer. I don't know as I can recollect what he said. I objected to the amount several different times to Mr. Sandford. The substance of what he stated in reply was, that the rates were fixed, and he could not alter the charges. He supposed they were right. He thought they were right. I don't know anything of their posting their rates. I don't think they were posted in 1868. I enquired for a tariff in 1868, and I think that if they had been one posted I should have seen it. I went there, and asked Mr. Lytle for their tariff of their freight and classification. He told me he had none. This was previous to July, 1868, for I got one in July, in Chicago. I did not ask him if he had one posted.
47 I asked him if he had one, and he said he had none.

Cross-examined:

I intended Lytle should understand that I wanted a tariff of rates and classification, for my use, to keep, and I presume he understood it. He might have inferred it that way, as that was what I intended. I never asked Lytle or any person doing business in the office if they had a tariff and classification posted. I don't think I ever looked for one. I think I should have been likely to have seen them, wanting to see them. I think I would have seen it had there been one posted. Although I never looked for one, I enquired for one. I mean, by enquiring for one, the same enquirey I stated *I stated* in my direct examination. Mr. Sandford handed my goods from the depot, and I paid him for it, but I never went to him and authorized him to receive goods in bad condition. I always said my goods were in good condition. I objected to paying so much freight on the goods, because I thought it to' much. I told him both times that I thought they were charging me too much. I never talked with or transacted any business with defendant, only through Mr. Sandford. I was only about the railroad office 2 or 3 times during all this time. I did not see any bills of rates posted then. I asked Mr. Lytle, through the ticket-agent's window about this tariff. This
48 window is where they receive money and give tickets. I never saw any other business but the sale of tickets at the window. The window is usually closed, except about the time of the departure of trains for passengers. I don't know that any other business is done at the ticket-window. There is a business-office back, but I never did any business there. I have examined the freight tariff of 1868 of the company, and knew the charge, at the time their bills were paid, was $1.10 or $1.12 per hundred pounds from Chicago to Marshalltown, and what they called first-class, and knock-down furniture was classified at that time as first-class, and unfinished furniture was also first-class, and should have been charged single rates, or $1.10 or $1.12 per hundred.

The plaintiff then offered to prove by the witness that the classification and rates from Chicago were the same in 1868, 1869, and 1870, as shown by the tariffs of the defendants, and that since the commencement of this suit the defendant had voluntarily charged only one half as much for the kind of furniture named in the 4 bills; that they formerly charged, and were now charging, single instead of double rates, viz, $1.12 instead of $2.24 per hundred—the same being offered as an admission of defendant as to the rates; and that such furniture was in fact knock-down and unfinished.

49 (To which defendant interpose the objection that the same is irrelevant and incompetant; court sustained the objection, and plaintiff excepted.)

Witness continued: This furniture was not painted, but was in the white. I paid the full amount called for by these bills. I objected to paying these bills to Mr. Sandford; told him it was twice to' much. He said the rates were fixed and could not be changed, and he thought they were right. I heard C. C. Lytle, the station-agent at Marshalltown, Iowa, say that Sandford had given a bond. I have seen Sandford settling with Lytle. He always presented a bill signed by C. C. Lytle, including the bills in this case. I asked, in 1868, for tariff through the window they sell tickets at; did not see any tariff posted; think I should if there had been any such. The classification and rates, as I have found, was the same, substantially, in 1868, 1869, and 1870. (Here witness introduced the tariff and classification for 1869 & 1870.) I got a tariff of the company in Chicago. On the door, into the other part of the room where Lytle was, is a notice: "No admittance."

G. W. BEST, testified as follows:

In 1868 I was at work for Mr. Fuller, and in the furniture business, and was there. I know the furniture received by Mr. Fuller in 1868, and especially the extension-tables, lounges, &c. (Here witness
50 is shown the 4 bills referred to in plaintiff's testimony, and says he remembers the articles mentioned therein.) It was all unfinished furniture. I know the meaning of the terms "knock-down" and "set-up" used by furniture men, and carried and have goods shipped to me as such. The tables were together, that is the frames, but the leaves were all separate and apart—are "knock-down." I never saw any rates of freight posted in the railroad office. I have been in the freight-house and business rooms. There is a notice on the cashier's door that there is no admittance, but I can't remember the language used. The notice on the door is printed, I think, but on what I can't tell. This office was a room by itself; an outside office, and this was an inside office. I have seen the door to the inside office open. I was never in the private office, because I thought I had no business in there.

Cross-examined by defendant:

I have seen men doing business in the inner office, but who they were I don't know. I have paid freight bills at the office; received my freight there; I never enquired for poster tariff and classification.

Re-examined by plaintiff:

I always done my business in the outer office, at the door over the desk with the officers. The two offices are all in the same room,
51 but a counter-desk and pickets divide the room. The desk was about 5 or 6 feet high, and stood with its end to the wall; on the top of it were 2 upright book-cases, or cases with a hole or window between them.

HENRY KIRNE testified:

I am not acquainted with the extension-tables. Furniture taken apart it what is called knocked-down furniture. I have not been about the R. R. office, and do not know whether bills were posted or not.

WILLIAM EAST testified:

I am in the furniture business, and have been for 8 years this spring. "Knock-down" furniture is furniture not put together. Extension-ta-

bles usually come unfinished—"knock-down." I have been but little in the depot. Have done my business with Mr. Sandford. My freight is always delivered to Mr. Sandford. He collects the freight. I have seen him settle with Mr. Lytle, the agent of the defendant. I do almost all my business with Mr. Sanford. In case of over freight charges, I refer them back, generally, through Mr. Sandford. My bills are all signed by Mr. Lytle. I cannot say how many times I was at the railway office in 1868. There is one room where the railroad does business. There are 3 doors entering this office. I don't remember seeing a sign on the door.

I never saw any rates posted. I have looked for them, but could
52 not find any. I think I should have seen them if any had been posted.

Cross-examined by defendant:

I never enquired of any one for the rates. I looked in the ticket-office. I have looked for them a number of times; the first time was about 4 years ago. I made the investigation for the notes to see if they were overcharging me in my freights; I may have asked for them, but I think not. I wanted to see if they were overcharging me.

J. CRESFORD testified:

I am a cabinet-maker, and have been in the business 15 years. I know all the terms used by furniture-men in relation to furniture, but not what railroad may have. "Knock-down" furniture is furniture shipped in different parts. Extension-tables come as unfinished, and as knock-down. The freight-office at the depot is by the ticket-office. It is a room in the middle, between freight-room and ticket-office. This room is divided by a desk and picket, offices on one side and the other for the transaction of business. I never saw the rates for freight posted, & do not think I should have seen them if they had been posted, for I had no occasion to look for them.

C. C. LYTLE testified:

Presents defendants' tariff and classification for 1869, which he
53 says are same as for 1868, and showing that knock-down or unfinished furniture is first-class, the freight on which, from Chicago, Illinois, to Marshalltown, Iowa, in 1868, was $1.12 per hundred pounds. The classification for 1867 was the same as 1868, and I think was used for 1868. It was on a separate sheet from the sheet-rates. The bills printed this year for 1870. All I have seen are printed with classification on the back of the sheets-rates—rates on one side and classification on the other of the same sheet; at least, such is my impression These are the printed freight-tariffs of the defendant for 1868, 1867, 1869, & 1870.

(Here witness produced and there was shown the jury, and the jury examined the tariffs for said year, which clerk will please copy or attach the original.)

Witnesses continued. I never saw this furniture in question. It is more than I can do to look at these things. My check-clerk out the freight by the way-bills; the classification is fixed at Chicago, and I copy the way-bills and send them out for collection.

J. L. WILLIAMS testified:

I presented these bills (the 4th set out in testimony of plaintiff) to Mr. Lytle, at the depot a few days before this suit was commenced, and

pointed out the items which were overcharged, demanding pay-
54 ment. He said the bill was correct. We compared the bill with the schedule and I borrowed the board and brought it over to the office. Mr. Lytle claimed it was not "knock-down" furniture and I claimed it was. Mr. Lytle made no offer to pay back any freight.

E. S. SLIGHT testified:

I do business in 60 or 70 feet of the depot. The office is between the passenger and freight rooms, where the defendant's business is done; it is divided by a counter and gate. The notice on the gate is "You are not wanted inside unless you have business," or words to that effect. I don't know that I ever saw the rates posted any place outside the office. I will not be positive the words "except on business" are on the door, nor will I be positive what any of the language is, nor whether it is printed on wood or tin on the door. I do not know that I could see the rates posted in the inside-office by looking from the outside; I have seen the tariff, put up in the inside, over the cashier's desk.

Cross-examined:

Question. Were the rates and classification posted inside the office?
(Objected to by plaintiff, on ground that it is not a proper cross-examination. Objection sustained and defendants excepts.)

C. C. LYTLE recalled and testified:

55 The words on the gate are "you are not inside the gate."

D. FULLER, plaintiff, recalled:

The extension-tables were put in an open case; the tops were tied up in bales.

Here plaintiff rests.

Defendant then called J. J. SANDFORD, who testfied as follows:

I had orders from the merchants to receive their goods and Mr. Lytle delivered them to me on their orders, upon my giving personally a bond to pay the freight on all goods delivered to me. I never received any goods from Lytle unless I paid or secured the freight. No one ever appointed me to act as agent or in any capacity for the defendant. When I first came to this town, I commenced draying, 7 years ago. Mr. Lytle or Mr. Beardsley, the agent, I think, then told me I had better get orders from the merchants to receive their freight when they came. I got the orders to get their goods and pay their freights when they came. It run along a while and then other parties came and went into the draying business, and so he exacted a bond from us all to secure the freight due on goods delivered to us for the merchants.

Cross-examined by plaintiff:

I do not bring freight up for any persons except those I have
56 orders for, & always pay over the money when I get the goods if I have it, but when I don't have it I pay as soon as I get it. They never told me they wanted me to collect the bills so the merchants would not find out overcharges.

Re-direct examination:

The rates were posted up in the station in the business office, where Lytle stood at desk. I have been about the station more or less for 7 years. I have been about there 7 or 8 years, and have seen persons from a distance *their* for their freights and heard them ask if those

were the regular rates, and the agent would direct them to those posted. I have seen a number of instances of this kind.

Re-cross-examination:

I have seen them often as 2 or 3 times a week, and the agent would invite them inside to look at the classifications and rates posted, or they would sometimes look through over the desk. They could be seen from the outside office.

Re-direct:

I never knew any one to be refused admittance to the office.

C. C. LYTLE testified:

I have been agent of defendant ever since June, 1864. I was agent in 1868. Mr. Sandford was no agent of defendant, as far as I know. He is employed by citizens as drayman. He brings me sometimes a written and sometimes a verbal order, and I deliver him the
57 goods, he paying me the freight. Sometimes he pays me the money, but if he has not got the money I let him have the goods, he giving me a due-bill for the amount. He gives me a bond to pay all freights due on goods I deliver him. He takes the bills receipted by me. I post the tariff and classification sheets right on the wall, where they are convenient for billing. People who had any occasion to see them could do so at any time. The gate was open two-thirds of the time. No one has been refused admittance at any time I have been there. I do not recollect that I saw the articles in question. We determine the classification by the bill. The money-drawer is inside the gate—the room is occupied by 3 persons. The notice on the door I intended for loafers and those who hang around and have no business. The rules of the defendant are that freight must be paid on delivery of goods. I deliver Mr. Sandford freight because I have his bond. It is a personal matter with him and myself. We correct bills when they are wrong. I did not say we did not. I said we had no power to pay claims for overcharges, but if there is a wrong classification or overcharge, and we know it when the goods are received, we can correct it, and often do. Sometimes we find the rate too high, sometimes too low. If
58 there is a wrong classification I can correct it. I think this freight of plaintiff's was billed right.

"X" E. G. SLIGHT testifies:

I have been frequently about the defendant's office, and my place of business is within 60 or 70 feet. The tariff was posted on the side of the office. Persons doing business with the office could see them. I have always seen them when I wanted to. I have seen others look at them. I never knew the office to be closed so that persons having business there could not have access to the posted rates and classifications. I do a large business in connection with the freight department of the railroad.

Cross-examined:

I do not know that I have or received any favors from the office more than others do. I do not know that any business men have any special favors or advantages than others. I am in the habit of going in and out a dozen times a day.

Which was all the testimony introduced in the case, both for plaintiff and defendant.

And thereupon the court instructed the jury on behalf of plaintiff, as follows:

(Here a copy of plaintiff's instructions given.)

Instructions for plaintiff Darius Fuller.

In circuit court Marshal county, Iowa, August 5th, 1870.

DARIUS FULLER
vs.
C. AND N. W. R. R. CO.

The plaintiff prays the court to instruct the jury—

59 1st. That the defendant admits it is a corporation, common carrier, and railroad company, and that it carried the goods and charged the prices for the same as averred in the petition, and that the goods weighed the number of pounds charged and alleged in the petition.

2nd. The defendant denies that the said goods were unfinished, & denies that they were knocked-down, & denies the tariff was not posted according to law.

3rd. It is therefore proper for you to consider, from the evidence adduced in the case, whether the furniture was finished or unfinished, knock' down or set up, and whether the rates were posted or not, as required by law.

4th. If you find for the plaintiff, you have a right to allow not exceeding the sum of $499.00, and 6 per cent. interest from the time of the commencement of this suit.

5th. The word "posted" means placed conspicuously, in order that the public desiring to see the charges and tariff of the railroad company may readily, & without trouble or questioning the station-agent, see and read the same.

Instructions asked by the plaintiff.

DARIUS FULLER
vs.
C. & N. W. R. R. CO.

The plaintiff in this action brings suit for $499.00, and their

60 several counts in the petition—on all said counts. The plaintiff cannot recover more than $499.00 and interest from Jan. A. D. 1870, the day of the commencement of this suit, at 6 per cent. per annum.

The 4 counts first recited in the petition are for willfully receiving a greater rate of fare and freight than that fixed and posted up by defendants in their office previous to that time.

The law makes it the duty of every railway company to fix, in the month of Sept. in each year, its rate of fare for carrying freights and for transporting merchandise and articles of the 1st, 2nd & 3rd, & 4th class or grades of freight per mile and to put up at all stations and depots on its road a printed copy of such fare and freights, and cause a copy to remain posted during the year; and for willfully receiving a higher rate of freight than posted up the company shall forfeit not less than $100.00 to any person injured thereby and sorry therefor.

The object of this statute is to compel the R. R. Co. to fix a uniform rate of freight and fare and keep the same posted up, so that the public doing business with such railroad company may know the charges the company will make for carrying goods of the different classes, and that all persons will have goods carried at the same price.

61 The law requires the rate should be fixed for carrying merchan-

dise per mile, so that they should charge a price in proportion to distance the goods are transported.

The words "knock down" you have heard explained; the word "unfinished" needs no explanation. Ordinarily you should presume the words "knock-down furniture" should be in opposition to the words "set-up furniture." So if you find that the goods shipped upon which overcharge is claimed were either knock-down, or unfinished, then you will find that only single rates, or the price of 1st-class freight should be charged thereon.

And on behalf of the defendant, *as follows*, the defendant asks the court to instruct the jury as follows:

1st. To entitle the plaintiff to recover in this action it is incumbent upon him to show that the defendant willfully charged a higher rate of freight for the transportation of said goods from Clinton, in the State of Iowa, to Marshalltown in said State, than that fixed and posted by defendant under the law.

(Refused. Defendant excepts.

H. HUDSON, *Judge.*)

The defendant if at all liable, is only liable for one penalty in this action; that is, plaintiff cannot recover a penalty for a willful overcharge of freight and at the same time recover another penalty
62 for willfully neglecting to fix and post its rate of tariff under the law.

(Refused. Defendant excepts.

H. HUDSON, *Judge.*)

The plaintiff cannot recover in this action for any injury done him by overcharging freight beyond the territorial limits of the State of Iowa. He can only recover for an injury sustained by reason of the wilful acts of defendants within the State of Iowa.

(Refused. Defendant excepts.

H. HUDSON, *Judge.*)

The plaintiff cannot recover the amount claimed as an overcharge and a penalty besides in this action. He can only recover, if at all, the penalty which is given by law in lieu of damages.

(Refused. Def't excepts.

H. HUDSON, *Judge.*)

9. Although the jury may believe from the evidence that the drayman, I. J. Sandford was the agent of C. C. Lytle (who was defendant's agent) to collect moneys from parties to whom he delivered freights, yet that is no evidence that he is an agent of defendants for that or for any other purpose; and unless the jury shall further believe from the evidence that he was the regularly appointed or recognized agent of the defendant to adjust mistakes or overcharges of freights or tariffs on goods transported, it is wholly immaterial what was said by the plaintiff to said Sandford at the time of the delivery of said goods as to whether the charges for freight were to' high or otherwise, and it does not show, nor tend to show, that the defendant acted willfully in regard to the matter & does not establish anything whatever
63 against the defendant in this action.

(Refused. Defendant excepts.

H. HUDSON, *Judge.*)

10. If the jury believe from the evidence that said goods were properly classified as "set-up furniture," they will find for the defendant.
(Refused. Defendant excepts.

H. HUDSON, *Judge.*)

11. Although the jury may believe from the evidence that said goods were improperly classified as "set-up furniture," yet, unless the jury shall further believe from the evidence that such classification was willfully made by the defendant to injure the said plaintiff, the verdict should be for the defendant.
(Refused. Def't excepts.

H. HUDSON, *Judge.*)

12. The burden of proof is on the plaintiff, and he cannot recover unless he shows either that the defendant willfully neglected to fix its rates of fare or willfully neglected to put up a printed copy of its rates of fare, or willfully neglected to keep the same posted, as required by law, or that, having compiled with the statute in so fixing and posting its rates of tariffs and freights, it willfully received a higher rate of freight than those posted.
(Refused. Defendant excepts.

H. HUDSON, *Judge.*)

15. By the Constitution of the United States exclusive power is vested in Congress to regulate commerce with foreign nations and among the several States. The acts of the 9th general assembly, so far as they are applicable to the matters in controversy in this suit, are repugnant to the Constitution of the United States & the laws of
64 Congress and absolutely null and void, and the plaintiff cannot recover under said acts.
(Refused. Defendant excepts.

H. HUDSON, *Judge.*)

2. To entitle the plaintiff to recover in this action it is encumbent upon him to show that he has been injured by the willful act of the defendant in charging a higher rate of freight on said goods than that fixed and posted by defendant and in force at the time of said shipments.
(Given.)

3. The burden of proof is upon the plaintiff to establish that defendant acted willfully either in overcharging freight or in neglecting to fix its rates of tariff and post copies thereof under the law, and that he, plaintiff, has been injured thereby; and, unless plaintiff does this to the entire satisfaction of the jury, he cannot recover in this action.
(Given.)

4. The mere fact of the defendants having charged a higher rate of freight than that fixed and posted by it, or of its having neglected to fix its rates of fare and tariff and to post and keep posted copies thereof, is *it* not sufficient to entitle the plaintiff to recover in this action; but he must show affirmatively that the defendant willfully overcharged such freight, and that it willfully neglected to so fix, post, or keep posted its rates of tariff, and that he (plaintiff) was injured thereby, or he cannot recover the penalty.
(Given.)

8. To entitle the plaintiff to recover in this action he must
65 affirmatively show either that defendant willfully neglected to fix

its rate of freight and tariff and post copies thereof, as required by the statute, or that it charged a higher rate of freight for transporting said goods within the State of Iowa than that fixed and posted by it; and, in either case, that he (plaintiff) was injured thereby. The law will not presume that defendant acted willfully in violation of the statute.

(Given.)

17. If the jury believe from the evidence that I. J. Sandford received goods for the plaintiff on his (plaintiff's) verbal or written order, and that Sandford became responsible for or paid the charges thereon for plaintiff, the fact that he presented bills receipted by Lytle does not entitle him, either the agent of the defendent or of Lytle.

(Given.)

To entitle the plaintiff to recover under such statute, the burden is upon him, and he must show to the entire satisfaction of the jury that the defendant has willfully violated such statute and that he (the plaintiff) has been injured thereby.

(Given.)

14. The law will not presume that defendant has acted in violation of law, and the burden of proof is upon the plaintiff in this action, and he must show that defendant has violated the statute of 1862, and that it did so wi'fully.

(Given.)

The statute of 1862, under which plaintiff brings his action, requires defendants to fix its rates of fare, &c., in the month of Sept., an-
66 nually, and on the 1st day of October following to put up at all the stations and depots on its road a printed copy of such fare and freight, and cause the same to remain posted during the year; and for willfully neglecting so to do or for receiving a higher rate of freight than those posted, it shall forfeit not less than $100.00, nor more than $200.00, to any person injured thereby and sueing therefor.

(Refused. Defendant excepts.

H. HUDSON, *Judge.*)

If there is a reasonable doubt in the minds of the jury as to whether the defendant willfully violated the statute on which this suit is brought, the defendant is entitled to that doubt.

(Refused. Def't excepts.

H. HUDSON, *Judge.*)

And on court's own motion, as follows:

Statement.

Marshall County circuit court.

DARIUS FULLER
vs.
C. AND N.W. R. R. CO.

This is an action brought by the plaintiff to recover of the defendant the sum of $499.00 for alleged overcharge of freight and for penalty prescribed by statute for not posting rates of freight and classification of the same, and for the penalties for said overcharges, which they claim was willfully overcharged.

The defendant denies that the said charges were more than the regu-

lar rates of said company; deny that said rates and classification were not posted as required, and deny their liability to recover on
67 any of the said counts in plaintiff's petition.

1st. If the jury find from the evidence that, in the year 1868, defendant charged the plaintiff more than their posted rates, and that such overcharge was willful on the part of said defendant, then the said defendant would be not only liable for the amount of such overcharge of freight, but also not less than $100.00, and not more than $200.00, in the discretion of the jury, on each bill of freight so charged for, as described in plaintiff's petition in counts numbers 1, 2, & 3.

2nd. If you find that said overcharge was the result of mere mistake, and not of willfulness on the part of the defendant, then the said defendant would only be liable for the actual overcharge so collected by defendant of said plaintiff, and would not be liable for the penalty.

3rd. If you find from the evidence that, in the year 1868, the defendant willfully neglected to post their rates of charges on 1st, 2nd, 3rd, & 4th classes of freight, as alleged in plaintiff's 4th count in his petition, and that, in consequence of such neglect, the plaintiff was injured and damaged by such neglect, then you will find for the plaintiff, on such 4th count, a penalty not less than $100.00, and not more than $200.00.

4th. If you find that the goods were properly classified, and that the goods shipped & received by the plaintiff was not over-
68 charged, and such charge received by defendant was the regular charge of defendant, then your verdict should be for the defendant.

5th. By posting up, as provided by law, is meant posted up in such a way that any and all persons who have occasion to look at the same may have access to the same, & not where it is difficult of such access, & only where the agents of the defendant could see the same; and if such was properly posted, then defendant would not be liable on 4th count of petition.

6th. To entitle plaintiff to recover in this action on 4th count, to wit, for neglecting to post rates, as required, you must find, first, that the defendant willfully neglected to so post, and, second, that the plaintiff was injured by such willful neglect; & unless you find these t'o fact', you must find for the defendant on said count.

7th. The plaintiff cannot, in any event, recover one-half of any charges marked advance-charges, for these are no part of the charges of the defendant on said goods, but charges of some other parties who have handled the goods, such as draymen or expressmen.

Verdict.

Marshall County circuit court.

DARIUS FULLER
vs.
C. & N. W. R. R. Co.

69 We, the jury in the above-entitled cause, find for the plaintiff, and assess his damages at $458.56.

H. D. HARTWELL, *Foreman.*

To the giving of each of which instructions on behalf of the plaintiff and each of those given on the court's o'n motion, the defendant, at the time, and before the jury retired to consider of their verdict, excepted. The defendant also asked the court to instruct the jury as follows: To entitle the plaintiff to recover in this action, it is encumbent

upon him to show that the defendant willfully charged a higher rate of freight for the transportation of said goods from Clinton, in the State of Iowa, to Marshalltown, in said State, than that fixed and posted *under* by defendant under the law.

5. The defendant, if at all liable, is only liable for but one penalty in this action; that is, plaintiff cannot recover a penalty for a willful overcharge of freight and, at the same time, recover another penalty for willfully neglecting to fix and post its rates of tariff under the law.

6. The plaintiff cannot recover in this action for any injury done him by overcharging freight beyond the territorial limits of the State of Iowa. He can only recover for an injury sustained by reason of the willful act of defendant within the State of Iowa.

70 7. The plaintiff cannot recover the amount claimed as an overcharge and a penalty besides in this action; he can only recover, if at all, the penalty which is given by law in lieu of damages.

9. Although the jury may believe from the evidence that the drayman I. J. Sandford was the agent of C. C. Lytle (who was defendant's agent) to collect freight-moneys from parties to whom he delivered freights, yet that is no evidence that he is an agent of defendants; and unless the jury shall further believe from the evidence that he was the regular appointed or recognized agent of the defendant *the* adjust mistakes or overcharges of freights or tariffs on goods transported, it is wholly immaterial what was said by the plaintiff to said Sandford at the time of the delivery of said goods as to whether the charges for freight were too high or otherwise, and it does not show, nor tend to show, that defendant acted wil'fully in regard to the matter, and does not establish anything whatever against the defendant in this action.

10. If the jury believe from the evidence that said goods were properly classified as set-up furniture, they will find for the defendant.

11. Although the jury may believe from the evidence that said goods were improperly classified as "set-up furniture," yet, unless the
71 jury shall further believe from the evidence that such classification was wil'fully made by the defendant to injure the said plaintiff, the verdict should be for the defendant.

12. By the Constitution of the United States, exclusive power is vested in Congress to regulate commerce with foreign nations and among the several States. The acts of the 9th general assembly, so far as they are applicable to the matters in controversy in this suit, are repugnant to the Constitution of the United States and the laws of Congress, and absolutely null and void. The plaintiff, therefor', cannot recover in this action.

16. It is encumbent upon the plaintiff in this action to show, by proof, that the injury complained of was caused by the acts of the defendant, done or committed within the State of Iowa.

17. By the Constitution of the United States, exclusive power is vested in Congress to regulate commerce with foreign nations and among the several States. The acts of the 9th general assembly of the State of Iowa, so far as the same *is* applicable to the matters in controversy in this suit, are repugnant to the Constitution of the United States and the laws of Congress and absolutely null and void, and the plaintiff cannot recover under said act.

72 DARIUS FULLER
vs.
THE CHICAGO AND NORTHWESTERN R. R. Co.

Now, before the jury retires, defendant excepts to all instructions

given by the court on its own motion, all instructions given on the behalf and at request of plaintiff, and to the refusal of all the instructions asked for by defendant and refused by the court.

HENDERSON & MERRIMAN,
For Defendant.

(Endorsed:) Filed Aug. 6th, 1870. N. P. Williams, clerk.

Which were refused by the court; and to the refusing of each of which by the court the defendant, at the time, and before the jury retired to consider of the verdict, excepted, and no entry was made of "given" or refused upon any of the same prior to the rendition of the verdict. The jury returned a verdict for the plaintiff in the sum of $458.56 *dollars;* and thereupon defendant filed a motion to arrest the judgment, set aside the verdict, and grant a new trial, in words and figures following, to wit:

Motion in arrest and for new trial.

In circuit court. Aug. term, A. D. 1870.

STATE OF IOWA, *County of Marshall:*

DARIUS FULLER
vs.
C. & N. W. R. R. Co.

73 Comes now the Chicago and Northwestern Railway Company, the defendant, by Henderson and Merriman, its attorneys, and moves the court to arrest the judgment, set aside the verdict, and grant a new trial in this *in the* cause, for the following reasons:

1st. The verdict is excessive.

2nd. The verdict is contrary to the evidence.

3rd. The verdict is contrary to law.

4th. The court erred in admitting the testimony objected to by defendant.

5th. The court erred in giving the instructions numbered 1, 2, 3, 5, 6, 9, 10, 13, & 14, and each of them, asked by the plaintiff.

6th. The court erred in giving the instructions numbered 1, 2, 3, 4, 5, 6, & 8, and each of them, on its own motion.

7th. The court erred in refusing to give the instructions numbered 1, 5, 6, 7, 9, 10, 11, 12, 15, 16, & 18, and each of them, asked by the defendant.

HENDERSON & MERRIMAN,
Attorneys for Defendant.

Which motion was overruled by the court, to which the defendant then and there, at the time, excepted; and thereupon the court entered judgment upon the verdict, to which the defendant then and there, at the time, excepted.

74 And now the defendant asks the court to sign the bill of exceptions, and make the same part of the words of the cause, which is accordingly done.

Signed, subject to the corrections hereinafter made and signed.

H. HUDSON, *Judge.*

(Endorsed:) Filed Aug. 11th, 1870. N. P. Williams, clerk.

And afterwards, to wit, Aug. 14th, 1870, there was filed a supersedeas bond in this action, in words and figures following, to wit:

Know all men by these presents that we, the Chicago and Northwestern Railway Company, as principal, and George Glick, as surety, are held and firmly bound unto Darius Fuller in the sum of $1,000.00, lawful money of the United States, well and truly to be paid to the said Darius Fuller, his heirs, executors, and assigns. Signed with our hand and seal, and sealed with our seal this 15th day of August, A. D. 1870.

The condition of the above obligation is such that, whereas the said Chicago and Northwestern Railway Company has appealed from the judgment of the circuit court, State of Iowa, in & for the county of Marshall, rendered on the 11th day of August, A. D. 1870, in a certain cause therein then pending, whereas the said Darius Fuller was the plaintiff,
and the said Chicago and Nothwestern Railway was defendant.

75 Now, if the said appel'ants shall well & truly pay to said appel'ee all costs and damages that shall be adjudged said appel'ant on said appeal, and shall also satisfy and perform the said judgment appealed from, in case it shall be affirmed, and any judgment or order which the Supreme Court may render, or order to be rendered by the said circuit court, then this obligation to be void; otherwise to be and remain in full force and virtue.

The Chicago and Northwestern Railway Company.
[SEAL.] By HENDERSON AND MERRIMAN,
Its Attorneys.
GEORGE GLICKS. [SEAL.]

STATE OF IOWA, *County of Marshall, ss.*

I, George Glick, surety in the above bond, being first duly sworn, on my oath say that I am a resident of said county and State; that I am worth the sum of $10,000.00 beyond the amount of my debts; and have property liable to execution in this State equal to the same secured by said bond.

GEORGE GLICK.

Subscribed and sworn to by the said Glick before me and in my presence this 14th day of August, 1870. As witness my hand and notarial seal.
[SEAL.] JAMES A. HENDERSON,
Notary Public, Marshall County, Iowa.

76 (Endorsed:) Filed and approved August 14th, 1870. N. P. Williams, clerk.

And afterwards, to wit, August 15th, 1870, there was filed a "notice of appeal" in said cause, in words and figures following, to wit:

Notice of appeal.

In the circuit court, August term, A. D. 1870.

STATE OF IOWA, *County of Marshall.*

DARIUS FULLER
vs.
CHICAGO AND NORTHWESTERN R. R. Co.

To the above-mentioned plaintiff, or Boardman, Brown and Williams, his attorneys, and Herman P. Williams, clerk of said court:

You are hereby notified that the defendant has appealed to the supreme court of Iowa from the judgment of the circuit court as named in

the above-entitled cause at the August term, A. D. 1870; and that said appeal will come on for hearing and trial at the regular term of said supreme court, to be held at Des Moines, commencing on the first Monday of December, A. D. 1870.

HENDERSON AND MERRIMAN,
Defendant's Attorneys.

(Endorsed:) Filed August 15th, 1870. H. P. Williams, clerk.

77 And on the 8th day of Feb., 1870, the following proceedings were had in said cause, to wit:

DARIUS FULLER
vs.
CHICAGO AND NORTH W. R. R. Co. } No. 337.

And now this 8th day of Feb., A. D. 1870, comes Henderson Bros. & Merriman, attorney' for defendants, and filed a motion to require plaintiff to divide and No.; also a motion to strike redundant matter.

And afterwards, on the 10th day of Feb., 1870, the following proceedings were had, to wit:

Continued by agreement.

DARIUS FULLER
vs.
CHICAGO AND N. W. R. R. Co.

And afterwards, on the 4th day of May, 1870, the following proceedings were had, to wit:

DARIUS FULLER
vs.
C. & N. W. R. R. Co.

Amended petition filed by plaintiff, and cause continued.

And on the 1st day of August, A. D. 1870, the following proceedings were had, to wit:

DARIUS FULLER
vs.
C. & N. W. R. R. Co.

78 Motion for more specific statement filed by plaintiff. Confessed by defendant, and leave granted to file amended answer.

And afterwards, on the 2nd day of August, 1870, the following proceedings were had in said cause, to wit:

DARIUS FULLER
vs.
C. AND NORTHWESTERN R. R. Co.

And now, to wit, August 2nd, 1870, this cause coming on for hearing, upon demur'er to plaintiff's petition, of the argument of causes, Henderson and Merriman for defendants, and Boardman, Brown and Wil-

liams, for plaintiff; and the same was submitted to the court, and the court being duly advised in the premises, the same was overruled, to which ruling and order of the court, defendant excepts.

And on the 4th day of August, A. D. 1870, the following proceedings were had:

DARIUS FULLER
vs.
C. & N. W. R. R. Co.

Amended answer filed by defendants.

And on the 4th day of August, A. D. 1870, the following proceedings were had:

79 DARIUS FULLER
vs.
THE CHICAGO AND NORTHWESTERN R. R. Co.

And now, on this 4th day of August, 1870, comes Boardman, Brown and Williams, attorneys for plaintiff, and filed motion to strike 2nd defence, also motion to strike 3rd defence to defendants' answer, which was argued by counsel, when plaintiff waived motion as to 2nd defence, & 3rd defence was, by the court, overruled, and plaintiff excepts; whereupon comes plaintiff, by attorney aforesaid, and filed motion to strike and pay costs; argued by counsel and sustained by the court; to which ruling of the court defendant excepts.

And afterwards, on the 5th day of August, A. D. 1870, the following proceedings were had:

DARIUS FULLER
vs.
C. & N. W. R. R. COMPANY.

And now, on this 5th of August, A. D. 1870, this cause coming in for hearing, comes Boardman, Brown and Williams, attorneys for plaintiff, and filed demur'er to 2, 3, & 4 defence of amended answer, subject to motion heretofore filed. Demur'er to second defence withdrawn, which demur'er, being argued by counsel, Henderson and
80 Merriman for defendants, and Boardman, Brown & Williams for plaintiff, and the court being duly advised in the premises, was by the court sustained as to the 4th defence, & overruled as to balance, to which ruling & order of the court, plaintiff excepts.

And said cause coming on for further & final hearing, upon the issue joined, a jury was called, charged, and sworn, consisting of the following 12 good and lawful men, to wit, Elijah Stanly, D. G. Gillman, W'm Baker, George Fraser, R. Esterbrook, O. B. Burrows, G. W. Bunks, H. D. Hartwell, George Woolsten, A. Phains, C. A. Hodsen, T. H. Howley, who listened to the introduction of evidence, argument of counsel in part, until 6 p. m., when court adjourned until to-morrow morning, August 6th, 1870.

DARIUS FULLER
vs.
C. & N. W. R. R. Co.

And now, to wit, on this 6th day of August, 1870, this cause coming on for further hearing, the jury heretofore empannelled, being called,

answered to their names. The trial proceeded with, argument of counsel, charge, & instruction of the court; when said jury retired to consider their verdict, in charge of a sworn ba'liff, to wit, W'm Woods,
81 and, after being absent a reasonable length of time, returned into open court with the following verdict, to wit:

We, the jury, in the above-entitled cause, find for the plaintiff, & assess his damages at $458.56 cents.

H. D. HARTWELL, *Foreman.*

And on the 8th day of August, the following proceedings were had:

DARIUS FULLER
vs.
C. & N. W. R R. Co.

And now, on this 8th day of August, 1870, comes Henderson and Merriman, attorneys for defendant, and filed a motion in arrest of judgment & for new trial.

And now, on this 11th day of August, A. D. 1870, the following proceedings were had, to wit:

DARIUS FULLER
vs.
C. & N. W. R. R. Co.

And now, on this 11th day of August, 1870, this cause coming on for hearing, upon the motion of defendants, in arrest of judgment and for new trial, and being argued by counsel, was submitted to the court, and the court being duly advised in the premises, was overruled; to which ruling of the court defendant excepts.

And said cause coming on for further hearing, upon the ver-
82 dict of the jury, heretofore returned, it is ordered by the court that the plaintiff recover of the defendant $458.56 *dollars* damage, and the costs of this proceeding, fixed at dollars, and that execution issue therefor.

To all of which defendants except.

Fee bill.

DARIUS FULLER
vs.
CHICAGO AND NORTHWESTERN R. R. CO.

Clerk's fee	$11 40
Sheriff's fees	7 10
Plaintiff's witnesses	7 70
Defendants' witnesses	1 10
This transcript & *lief*	
	$

CERTIFICATE.

Circuit court.

STATE OF IOWA, *Marshall County:*

I, H. P. Williams, clerk of the district court of Iowa, within and for the aforesaid county, do hereby certify that the above and foregoing *to be* a correct copy of petition, original notice, and all of the origina

papers & records, in the cause wherein Darius Fuller is plaintiff, and The Chicago and Northwestern Railway Company is defendant, as true & correct as the same remain of record and on file in my
83 office, being the entire record in the above cause.

{SEAL OF THE CIRCUIT COURT, MARSHALL COUNTY, IOWA.} In testimony whereof I have hereunto set my hand and the seal of said circuit court, at Marshalltown, Iowa, this 13th day of December. A. D. 1870.

HERMAN P. WILLIAMS, *Clerk.*

84 *Journal entries.*

At a regular term of the supreme court of the State of Iowa, begun and held at the capitol, in the city of Des Moines, on Tuesday, the 6th day of December, A. D. 1870—

Present, the Hon. Chester C. Cole, C. J.; Hon. James G. Day, Hon. Joseph M. Beck, Hon. William E. Miller, judges—

When the following among other proceedings were had and done, to wit:

THURSDAY, *December 23d*, 1870.

DARIUS FULLER *vs.* THE CHICAGO AND NORTHWESTERN R'Y CO., app'l't. } Appeal from Marshal circuit court.

On this day this cause coming up for hearing is submitted to the consideration of the court on printed argument of counsel.

And, at an argument term of said court, begun and held at the city of Davenport, on Tuesday, the 4th day of April, A. D. 1871—

Present, the Hon. James G. Day, C. J; Hon. Joseph M. Beck, Hon. William E. Miller, Hon. Chester C. Cole, judges—

The following entry was made in said cause:

85 WEDNESDAY, *April 5th*, 1871.

DARIUS FULLER *vs.* THE CHICAGO AND NORTHWESTERN R'Y CO., appellant. } Appeal from Marshall circuit court.

In this cause the court, being now fully advised in the premises, file their written opinion affirming the judgment of the circuit court.

And, at a regular term of said court, begun and held at the capitol, in the city of Des Moines, on Tuesday, the 6th day of June, 1871, the same officers being present, the following entry was made in said cause:

FRIDAY, *June 16th*, 1871.

DARIUS FULLER *vs.* THE CHICAGO AND NORTHWESTERN R'Y CO., appellant. } Appeal from Marshall circuit court.

At the argument term, held at Davenport in April last, the court filed their written opinion herein, affirming the judgment of the circuit court. It is now considered and adjudged by the court that the judgment of

the court below be, and it hereby is, affirmed, and that a writ of procedendo issue accordingly. It is further considered by the court that the appellee have and recover of and from the appellant the costs of this court, taxed at $, and that execution issue therefor.

86 *Opinion.*

DARIUS FULLER
vs.
THE CHICAGO AND NORTHWESTERN R'Y CO., appellant. } Appeal from Marshall circuit court.

Action to recover a statute penalty, and for overcharges on merchandise transported upon defendant's railroad. The facts of the case appear in the opinion. There was a verdict, and judgment thereon, for plaintiff. The defendant appeals.

Henderson & Merriman, for appellant.
Boardman, Brown & Williams, for appellee.

BECK, J.:

Section 2, chap. 169, acts of the ninth general assembley, is in the following words: "In the month of September, annually, each railr oad company shall fix its rates of fare for passengers and freight, for transportation of timber, wood, and coal per ton, cord, or thousand feet, per mile; also, its fare and freight per mile for transporting merchandise and articles of the first, second, third, and fourth grades of freight; and on the first day of October following shall put up at all stations and depots on its road a printed copy of such fare and freight, and cause a copy to remain posted during the year. For wilfully neglecting
87 so to do, or for receiving higher rates of fare or freight than those posted, the company shall forfeit not less than one hundred dollars nor more than two hundred dollars to any person injured thereby and suing therefor." The petition claims to recover the penalty provided by this section for several cases of alleged overcharge upon merchandise transported upon defendant's road; for the penalty imposed for wilful neglect to post copies of rates of fare and freight, which it is alleged defendant omitted to do, and for certain sums overcharged by defendant for the transportation of the merchandise in the cases where the penalties are sought to be recovered. The defenses pleaded are a general denial of the causes of action, and that the statute authorizing the recovery of the penalties is in conflict with the Constitution of the United States and therefore void. To the defense last named a demurrer was sustained by the court, and the ruling thereon is made one of the grounds of the assignment of errors. Other questions are presented arrising upon the admission of evidence, and instructions to the jury given and refused. The questions thus raised will be determined in the in which they are presented for our consideration in the brief of defendant's counsel.

I. It is insisted that if plaintiff may recover the penalties for which he has brought suit, he is entitled to them alone, and cannot recover the amount charged in excess of the rates fixed by the defendant. "An overcharge, before the passage of the act, was attended with no
88 other consequences than liability to pay it back * * * * *. Now that the statute has provided a penalty for the act the penalty only can be enforced." Such is the language of defendant's counsel used in stating the position. The act in question is not intended to de-

prive the owners of merchandise, the injured party, of any right; neither is the penalty imposed intended as a compensation to him for loss or damage sustained by the act of the railroad. It is intended, as all other penalties, to deter those who may come under the terms of the act from violating its provisions, and is in the nature of a forfeiture for an alleged act done, to be recovered at the suit of the party injured. Before this act in question, as is admitted by defendant's counsel, in case of an overcharge the railroad would have been liable for the amount wrongfully collected. If the act takes away no right of plaintiff he may now recover it. The recovery of the penalty and overcharge will not be in the penalty of a double punishment. The recover' of the overcharge is no punishment at all; it is for a sum justly due plaintiff, and therefore defendant is required to pay it. The penalty is the punishment for defendant's wrongful act. If counsel's views are correct, violations of the law, when more than two hundred dollars of overcharge are collected, would present cases where the law could not be enforced without gross injustice. If the penalty is recovered, the offending party would be acquit' of liability for the overcharge and would thereby be a gainor by the violation of the law. If the overcharge is collected he could not be prosecuted for the penalty. In such
89 cases the law would be practically defeated, and inducement held out for great offenses against it. The authorities cited by defendant's counsel in support of his view apply to criminal cases.

II. It is claimed that the alleged overcharges were voluntarily paid, and therefore cannot be recovered in this action. The principle of law here announced need not be examined. The question of fact involved was for the jury to determine; we are unable to say that it was not correctly determined by them. Another principle of law is applicable to the case, and must be noticed in this connection. If the payment was made by plaintiff in ignorance of the rates which defendant was permitted to charge he could recover. There was evidence tending to prove such ignorance, and thereon that fact was determined—we cannot say improperly—by the jury. There were no instructions given or refused upon these points, and we can only consider them, as we have, in connection with the objection made by defendant, that the verdict of the jury is contrary to the evidence.

III. It is next insisted that the verdict of the jury is not supported by the evidence. The principal reliance of defendant's counsel to support this position is in the fact, as he claims, that the evidence does not establish that the overcharges were made, and the posting of the rates were neglected by defendant wilfully. The peculiar language of the statute will be noticed. The word wilfully occurs in declaring the forfeiture to be enforced. Wilful neglect in posting the rates is a
90 cause of forfeiture. For receiving higher rates of fare or freight than those posted is another cause of forfeiture, but it is not prescribed that this last act must be done wilfully in order to recover the penalty. It is said by defendant's counsel that the word wilfully implies the idea of malice of a mild kind, an evil intent without excuse. Such may be its meaning in indictments & criminal statutes. But it is not to be so understood here. The word means "obstinately, stubbornly, with design, with a set purpose," and this definition must be applied to it where it occurs in the statute under consideration. If defendant "with design" or "with a set purpose," and not through mistake or misadventure omitted to post the rates, liability therefore attaches for the omission. This is the plain meaning of the law. There was evidence tending to prove the omission to post the rates "by design," the fact

was one for the jury and not for the court, for it is an ingredient in the transaction—a fact which goes to establish defendant's liability. The verdict of the jury, in view of the evidence upon this point, as well as upon all of the facts of the case, is sufficiently supported.

IV. A drayman, who delivered the goods carried by defendant, to the plaintiff, was authorized by defendant's agent to collect the charges thereon. When the goods were delivered, the plaintiff, as he states in his testimony, informed this drayman that he thought the freight was too high. The evidence as to plaintiff's declaration was objected to, and is now assigned as a ground of error. It is claimed that, as the party to whom the declaration was made was not the agent of defendant,
91 it could not be considered as a protest or objection to the amount demanded. If it was proper for plaintiff to object upon paying the charges, the objection could be made to one authorized to receive them. The evidence, in our opinion, was competent as showing a fact connected with the payment of the overcharges, which may be more or less important.

V. It is claimed by defendant that the court instructed the jury that plaintiff could recover a portion of charges upon the goods advanced by defendant to others. No such claim is made in the petition, nor do we find in the record any evidence bearing upon it, and it is not made to appear that any such claim enters into the amount for which the verdict was rendered. This instruction, if given, was error without prejudice. Plaintiff's counsel claim that this instruction appears in the abstract by mistake. This seems a reasonable explanation, as it is utterly inapplicable to the case made by the pleadings and evidence.

VI The last point made by defendant is that the statute under which the penalties are recovered is in conflict with the Constitution and laws of the United States, in that it seeks to regulate commerce among the States, a power conferred by the Constitution upon Congress, (art 1, § 8,) and exercised by that body, so far as commerce by the means of railroads is carried on, by the act of Jan. 15, 1866. It is unnecessary to enter further into the question here presented than to enquire whether the act of the general assembly of this State which is under consideration does, in fact, attempt to regulate or interfere with commerce.
92 The statute will first receive our attention in order to determine its operation and precise effect upon the railroads of the State. It provides: 1. That in the month of September of each year railroad companies shall fix rates of fare for passengers and charges for the transportation of merchandise, and on the first day of October shall post and cause to remain posted, a copy of such rates at all its stations and depots. No attempt is here made to regulate the charges of the incorporations for the transportation of merchandise or passengers, nor is there anything in the provision which can in any way operate to interfere with or prevent the free exercise of the business of the company. It contains no prohibition of the transportation of passengers or the merchandise of the country, nor are any rights of the corporations as public carriers curtailed. It is a simple requirement that there shall be certain charges fixed by the company for services rendered by it. It is stated as an objection that the statute requires charges to be uniform, so that merchandise must be carried for short distances at proportionally the same rates as are charged for greater distances. Without intimating that this may not be done by the legislature, we are clearly of the opinion that it is not attempted in this act. A cursory glance at the statute will be sufficient to sustain our view. The provision is that the charge shall be fixed at a certain rate per mile. It appears to us that it

prive the owners of merchandise, the injured party, of any right; neither is the penalty imposed intended as a compensation to him for loss or damage sustained by the act of the railroad. It is intended, as all other penalties, to deter those who may come under the terms of the act from violating its provisions, and is in the nature of a forfeiture for an alleged act done, to be recovered at the suit of the party injured. Before this act in question, as is admitted by defendant's counsel, in case of an overcharge the railroad would have been liable for the amount wrongfully collected. If the act takes away no right of plaintiff he may now recover it. The recovery of the penalty and overcharge will not be in the penalty of a double punishment. The recover' of the overcharge is no punishment at all; it is for a sum justly due plaintiff, and therefore defendant is required to pay it. The penalty is the punishment for defendant's wrongful act. If counsel's views are correct, violations of the law, when more than two hundred dollars of overcharge are collected, would present cases where the law could not be enforced without gross injustice. If the penalty is recovered, the offending party would be acquit' of liability for the overcharge and would thereby be a gainor by the violation of the law. If the overcharge is collected he could not be prosecuted for the penalty. In such
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is perfectly competent for the company, under this act, to fix a certain charge per mile for merchandise from Clinton to Council Bluffs, and a different rate from Clinton to Cedar Rapids. The objection, if at all tenable, has no foundation in the act itself. We will consider for
93 a moment the reason and object of this statute. Its design is to protect the citizens of the State from impositions in the way of overcharges by the agents and officers of the railroads acting under the authority of the corporations. In no business fairly and honestly conducted will one man or one class of men be charged for accommodations received by or services rendered to them more than another man or class of men. Among honest men this is not allowable, and no private citizen would long retain the patronage of the people who indulges in such discrimination. It is contrarry to all right ideas of fairness and honorable dealing in business affairs, and is, in fact, a kind of oppression & injustice repulsive to all men. In the case of railroad companies that monopolize the carrying business of vast regions of country, if indulged in, the practice would result in great oppression and loss to the people. To correct such abuse, if it existed, or to prevent its introduction, the statute in question was enacted. After the rates are fixed by the corporations it is very plain that, in order the people may receive the full benefits thereof, they must be published. If fixed and kept private no benefit could accrue to those doing business with the railroads. The provision requiring the posting of the rates is necessary to effectuate the purpose of the legislature in the enactment of the statute. Unless some sanction is provided for by the law, the duties imposed would not be observed; hence the penalty provided in the act for its violation. Do the provisions of the statute attempt to regulate commerce? The word commerce in its general sense means "an interchange or mutual
94 change of goods, wares, productions, or property of any kind between nations or individuals, either by barter or by purchase and sale; trade; traffic." (Webster's Dictionary.) But, adopting the definition given it in its connection as used in the Constitution of the United States, it also means intercourse and navigation. (Story on the Constitution, §§ 1061–2; Gibbons vs. Ogdon, 9 Wheat., 419; Mayor of New York vs. Miln, 11 Pet., 102.)

We may concede, for the purpose of our argument, a proposition which we do not decide, namely, that the transportation of property and persons from State to State upon railroads constructed and owned by private corporations is within the meaning of the term commerce.

Admitting, then, that the transportation of property by railroads is commerce, in the sense the word is used in the Constitution of the United States, does the act in question attempt to regulate it? As we have seen, it in no sense interferes with the business of the roads or places any restriction or impediment upon the free transportation by railroads of either property or persons. They are forbidden to carry no kind or character of goods or persons. The time and place when and where they shall receive and deliver whatever they transport is not interfered with. The terms, conditions, and circumstances under which they shall transact their business are in no manner provided for. In short, transportation upon these roads is just as free, just as untrammelled as it was before the act. The transportation itself by these roads is in no sense regulated. The regulations of the act extend to the prevention of abuses, injustice, and oppression toward the people, resulting from the unfair and unlawful practices of the agents and officers of the corporations or of the corporations themselves. It is intended
95 simply for the protection of the people of the State, and in its

practical operations has no other effect; and in this view is a police regulation indisputably within the scope of the authority of the State government. If the State may rightfully prevent, by fit legislation, railroad corporations from destroying the property of its citizens through the negligent acts of their servants, and provide penalties to be imposed for such acts, may it not interpose its authority to protect the people from greater loss by fraudulent and unfair dealings of such servants, or of the corporations themselves? If the most insignificant municipality within the State through which a railroad runs may prescribe the rate of speed to be run by the cars of the corporation engaged in the business of transportation, in commerce, as we consent it may be called, for the purpose of protecting the property or persons of its citizens, may not the State so legislate as to prevent fraud and impositions by the corporation or its servants? It would be strange, indeed, if the State, to whom the people look for the protection of their private rights and the security of property, is powerless, as against these corporations that owe their very being to charters derived from State legislation, to prevent loss and injury to its citizens by fraudulent and unfair dealing. It appears to me a reasonable view, though I do not remember to have seen the thought elsewhere suggested, that no State legislative act will be considered obnoxious to the provisions of the Constitution of the United States, in that it in effect regulates commerce, unless it in some way interferes with the freedom of commerce, or abridges the rights of those engaged therein. In this view the statute under consideration is
96 unobjectionable. As we have seen, it in no way interferes with commerce; it deprives those engaged therein of no rights. It cannot be said that railroad corporations have a right to deal unfairly, fraudulently, and oppressively toward those who patronize them, and this is all they are prevented doing by the statute in question. As we have before intimated, the law in question is founded upon the authority of the State to establish all proper police regulations necessary to preserve the peace, health, morals, and property of its people, and to protect them from imposition and injustice. Such laws, while they may even affect commerce and operate upon those engaged therein, are not obnoxious to the Constitution of the United States. Quarrentine and health laws, under which vessels engaged in commerce may be delayed for weeks in completing their voyages, or cargoes may be seized and destroyed, and sailors and soldiers of the United States imprisoned and punished for their violation. Municipal or State regulations for the landing, inspection, and disposition of cargoes of vessels; laws prohibiting the landing of paupers or diseased persons, and requiring reports to be made to municipal or State authorities of passengers upon shipboard, and regulating the running of ferrys largely engaged in transporting the merchandise and travel of the country; these and many others of like character, all designed to promote public prosperity and to protect the people in their health and morals, and to guard them from frauds, impositions, and oppressions, are enacted and sustained under the police power of the State. The law of this State, brought in
97 question in this case, is purely a law of this character, and of its validity we have no doubt. The views above stated, in our opinion, are in accord with doctrines recognized by the United States Supreme Court.

The Mayor, &c., of New York vs. Miln., 11 Pet., 102.
Gibbons vs. Ogdon, 9 Wheat., 1.
License cases, 5 Howard, 504.
Brown vs. Maryland, 12 Wheat., 419.
Passenger Cases, 7 Howard, 276.

We need not enquire whether Congress has exercised authority by enactment upon the subject of the statute in question, nor discuss other points made in support of the position of defendant's counsel, that it is in conflict with the Constitution of the United States, as the views we have above expressed are decisive of the case, and demand the affirmance of the judgment of the circuit court.

Affirmed.

98 *Bond.*

Know all men by these presents that we, The Chicago and Northwestern Railway Company and B. F. Allen, of the city of Des Moines, are held and firmly bound unto Darius Fuller in the just and full sum of one thousand dollars, (1,000,) to be paid to the said Darius Fuller, or to his certain attorney, executors, administrators, or assigns, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally by these presents, sealed with our seals, and dated this 23d day of June, 1871.

Wher'as on the sixteenth day of June, 1871, in the supreme court of the State of Iowa, in a suit depending in said court between Darius Fuller, plaintiff, and The Chicago and Northwestern Railway Company, defendant, a judgment was rendered against the said railway company, and the said railway company having obtained the allowance of a writ of error to the Supreme Court of the United States, and filed a a copy thereof in the clerk's office of the supreme court of Iowa, to reverse the judgment in the aforesaid suit, and a citation directed to the said Darius Fuller, citing and admonishing to be and appear at a Supreme Court of the United States to be holden at Washington the first Monday of December, 1871, next.

Now, the condition of the above obligation is such, that if the said, The Chicago and Northwestern Railway Company shall prosecute their said writ of error to effect and answer all damages and costs if
99 it fail to make its plea good, then the above obligation to be void; else to remain in full force and virtue.

Sealed & delivered in presence of—

CHICAGO & N. W. R'Y CO., [SEAL.]
By WITHEROW & WRIGHT, *Its Atty's.* [SEAL.]
B. F. ALLEN. [SEAL.]

Approved by—

JAMES G. DAY,
Chief Justice Sup. Court Iowa.

Filed June 28th, 1871.

C. LINDERMAN, *Clerk.*

100 STATE OF IOWA, *Supreme Court.*

I, C. Linderman, clerk of the supreme court of Iowa, do hereby certify that the foregoing pages contain a full, true, and complete copy of the transcript and all papers filed in my office, in case of Darius Fuller *vs.* The Chicago & Northwestern R'y Co.; also a full, true, and complete copy of the record entries and opinion and said court, in said cause; and of the appeal-bond filed therein, as full, true, and complete, as the same remain on file and of record in my office.

In testimony thereof I have hereunto subscribed my name and affixed the seal of said court this 18th day of November, A. D. 1871.

[SEAL.] C. LINDERMAN, *Clerk.*

Costs of transcript, $32.50, paid by Henderson & Merriman.

101 UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable the supreme court of the State of Iowa.

Because in the record and proceedings, as also in the rendition of the judgment of a plea, which is in the said supreme court before you, or some of you, being the highest court of law or equity of the said State, in which a decision could be had in the said suit between Darius Fuller, as plaintiff, and The Chicago and Northwestern Railway Company, as defendant, wherein was drawn in question the validity of a statute of, or an authority exercised under said State of Iowa, on the ground of their being repugnant to the Constitution, treaties, or laws of the United States, and the decision was in favor of such their validity; and wherein was drawn in question the construction a clause of the Constitution, and the decision was against the right, priviledge, or exemption specially set up and claimed under such clause of the said Constitution and statute; a manifest error hath happened to the great damage of the said Chicago & Northwestern Railway Company,
102 as by its complaint appears.

We, being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, then that under your seal distinctly and openly, you send the records and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the first Monday in December, 1871, next, in the said Supreme Court to be then and there heard, and the record and proceedings aforesaid, being inspected, the said Supreme Court may cause further to be done therein to correct that error what of right and according to the laws and customs of the United States should be done.

Witness the Honorable S. P. Chase, Chief Justice of the Supreme Court of the United States, the 23rd day of June, 1871, & George B. Corkhill, clerk of the circuit court of the United States for the district of Iowa.

[SEAL.]

GEORGE B. CORKHILL,
Clerk U. S. Circuit Court, Dist. of Iowa.

103 Allowed by

JAMES G. DAY.
Chief Justice of the Supreme Court of Iowa.

(Indorsed:) Chi. & N. W. R. W. Co., pl'ff in error, ag't Darius Fuller. Writ of error. Filed June 28th, 1871. C. Linderman, cl'k.

104 UNITED STATES OF AMERICA, *ss:*

To DARIUS FULLER greeting:

You are hereby cited and admonished to be and appear at the Supreme Court of the United States, to be holden on the first Monday in December next, pursuant to a writ of error filed in the clerk's office of the supreme court of the State of Iowa, wherein The Chicago & Northwestern Railway Company is plaintiff in error, and Darius Fuller is defendant in error, to show cause, if any there be, why the judgment

in said writ of error mentioned should not be corrected, and speedy justice should not be done to the parties in that behalf.

Witness the Honorable J. G. Day, chief justice of the said supreme court of the State of Iowa, this 23rd day of June, in the year of our Lord, 1871.

JAMES G. DAY,
Chief Justice Supreme Court, Iowa.

Due personal service of this notice is hereby admitted to have been made upon us at Marshalltown, Marshall Co., Iowa, this 28th day of July, A. D. 1871.

BOARDMAN, BROWN & WILLIAMS,
Att'ys for Def't in Error.

(Indorsed:) The Chicago and Northwestern Railway Co. ag't Darius Fuller. Citation. Filed November 20, 1871. C. Linderman, c'l'k.

105 *Chicago & Northwestern Railway, Iowa division, local freight tariff, taking effect July 15th, 1869.*

This tariff supersedes all others, and all special rates. This company reserves the right to make, at its pleasure, any change in the rates or classification.

GEO. L. DUNLAP,
General Superintendent.
JOHN C. GAULT,
Ass't Gen'l Sup't and Gen'l Freight Ag't.

[Chicago Printing Company, 128 & 130 Lake street.]

106 GENERAL DIRECTIONS, RULES, AND CONDITIONS.

1. The business of the freight department of the company is to carry property that is properly the subject of transportation in freight-cars.

2. The company will not receive, or carry on any train, bank-bills, drafts, notes, deeds, contracts, mail-matter or other writings.

3. No conductor or other agent of the company is authorized to take charge of mail-matter, bank-notes, money, or other valuable papers or packages.

4. No gold or silver coin, or bullion, or manufactured articles of gold or silver, jewels, watches, pictures, plated articles, statuary, musical instruments, glass, silks, or laces, will be carried by the company, for the loss of which it will be responsible, unless with such articles, when delivered, is also delivered a memorandum in writing, stating the character and kind of articles, and their value, and unless a proper extra price for the carriage and responsibility for such articles be paid.

5. The company will not undertake or agree to carry property by any particular train, nor in time for any particular market, nor will they be responsible for any decay or injury of perishable articles, by heat or frost, or for damages to hidden contents of packages, or for loss by leaking or bursting, or by reason of improper packing, nor for loss or damage arising from delay or stoppage, however occasioned, but they will forward the same with as reasonable dispatch as the general business of the company will permit.

6. Articles will not be received for transportation unless properly packed in suitable casks, boxes, bales, or packages, and such must be

well and clearly marked with the name of consignee and destination. Marking with initials only, or with chalk, or on paper labels, is not sufficient for safe transport, and agents will not receive for transportation articles so marked. This company will, in no case, be responsible for loss, injury, or damage which might have been avoided by skillful and sufficient packing, or which occurs without the negligence of the company or agents.

7. Agents must not sign receipts agreeing to deliver property at any point beyond the terminus of this road, but may agree upon and insert rates through to points when authorized by the general freight agent.

8. Carriages and sleighs, show cases, machinery, stoves and castings, marble, looking-glasses, mineral acids, sweet potatoes, all liquids put up in glass or earthen ware, cabinet ware, and furniture, will only be taken at the owners' risk of fracture or injury during the course of transportation, and the loading and unloading thereof, unless specially agreed to the contrary.

9. Liquids in cans, demijohns, and jugs, will not be received, unless packed in kegs or boxes. Goods in bundles will not be considered as properly packed, and will not be received on any terms.

10. All property will be at the risk of the owners thereof, while in the company's warehouse, (damage or loss by fire not excepted,) except for such loss as may arise from the negligence of the agents of the company.

11. When articles are designed, after transportation on this road, to be forwarded by some other company or carrier to their destination, they must be marked or directed by the consignor accordingly. The company will not be responsible for such articles after they are delivered to any railroad company or other carrier, nor for any delay which may occur by the failure of such company or carrier to receive such freights after having been notified that the same is ready for delivery.

12. Packages of merchandise must not be loaded into cars with grain in bulk.

13. When a receipt covers a variety of articles, as a lot of household furniture, &c., each separate piece must be properly marked, or they will not be received.

14. Small consignments covering articles of several classes, will be extended at their several rates, but no single shipment will be taken at less than 25 cents for any distance of 100 miles and under; over 100 miles, 50 cents.

15. All articles noted in this tariff at owner's risk, must be so receipted for and billed by agents, and, in all instances, articles must be enumerated—never billing as "a lot."

16. When cars are "chartered," great care should be taken that they are not overloaded, and no receipt must be given for quantity laden in them. When freight that will damage by the weather is shipped in open cars, it must be taken only at the owner's risk, and so stated on the receipt which is given.

17. In shipping cars loaded by other parties, unless the right number of packages, measurement, &c., &c., are known by the agent to be in the car, the receipt must read "more or less."

18. All freight, except that loaded by shippers, should be checked before receipted for, and the full number of packages, or quantity, stated, not receipting or billing as "shipper's tally" or as "more or less."

19. Freight, in full car-loads, when charged at "special car-load rates," must be loaded and unloaded by the owner.

20. No damage on freight must be paid until reported to the general

freight agent, to whom all damages must be reported, with full particulars, for his approval.

21. Agents will not deviate from prices named on the tariff, in any case, without orders from the general freight office.

22. Agents will be particular to note on the original and dupticate way-bill, the authority by which aoy deviation is made from tariff rates.

23. Agents using unauthorized special rates in way-billing freight, will be held responsible for any undercharge occasioned thereby, and the amount of such deficiency will be charged to them as prepaid freight; provided the error is not discovered in time for correction before delivery of freight.

24. The receiving agent is held responsible for the correctness of way-bills received by him, except in the cases otherwise specially provided for in paragraph 23. Great care should therefore be observed by him in examining the classification and rates used, as well as the extensions, that all errors may be corrected before delivery of freight.

25. Merchandise and all other freight, for the quantity and condition of which this company are liable, must be checked or tallied from the cars, and notations made upon the way-bill received, showing whether the full amount billed is received, and in what condition. When the freight is delivered to consignee, it must also be checked out and a receipt taken before delivery.

26. Articles that the agents of the company do not consider worth the charge for freight at forced sale, will not be taken, unless the freight on the same is prepaid.

27. The charges on perishable property must be prepaid, or guaranteed in all cases.

28. All freight will be taken subject to the company's weight only.

29. Should a loaded car become disabled, or from any cause be left on a side-track, where there is no agent, the conductor will deliver the way-bill to the agent at the next regular station, and endorse on the way-bill when, where, and why left, and report the same to the superintendent of the division.

30. When cars containing merchandise or other property, except lumber, become disabled, the contents must be transferred, unless the car can be repaired ready to go forward within twelve hours; if containing lumber, cars may be detained for repairs a reasonable time.

31. When loaded cars, destined for any station, are left at another station, the way-bills must be left with them, and if the property is transferred into other cars, agents will note the same on the way-bills, giving the date and the name of the station where such transfer is made, and the number of the car to which the property is transferred.

107 32. When a car, destined for a station beyond, is left from train at any station, the agent will advise the agent of the station to which the car is billed, as well as the superintendent of the division, giving the number of the car, and from what train left.

33. All freight, going to stations where there are no agents, must be prepaid, and a way-bill left at the first station having an agent beyond where the goods are left.

34. Conductors, on taking freight from a station where there is no agent, must report the same at the first station where there is an agent, when a way-bill must be made out at the prices named in the tariff from where the freight was taken, and a copy of the same sent to the accounting department.

35. Freight to be left at side-tracks where there is no agent, will be accounted for as it tallied or weighed into the cars, by the company, at

the point whence it started, but will be at the risk of the owners from the moment such articles are left at such side-track.

36. Freight taken from side-tracks will be accounted for as it weighs or tallies out from the cars at the point of delivery, but will be at the risk of the owners until taken charge of by the company's agent.

37. Cars to be unloaded by the owner, whether at side-tracks or at regular stations, must be unloaded within 24 hours after their arrival, or be liable to a charge of five dollars per day for each car, after that time, until unloaded, this company reserving the right to unload and charge the owner of the property for unloading.

38. Agents will collect all charges against freight on delivery, and no departure from this rule will be allowed.

39. Agents will not deliver a part of a consignment of goods without first collecting charges on the whole.

40. Agents will, in no case, deliver any goods to consignees until a receipt for same is taken, stating the condition of the goods when delivered. Any loss occurring from neglect of this rule they will be held responsible for.

41. Way-bills must always be sent with freight. This rule must be adhered to as strictly in regard to freight belonging to the company as for other proporty, and, as to company freight, should state for whose account property is, as well as consignee.

42. Conductors are positively forbidden to take any loaded cars without the proper way-bills.

43. All agents taking charge of freight, upon the receipt of the same, from other railroads, boats, or any person whatever, will be careful to note on the receipt, if not in good condition. Station-agents are required to see that every article loaded in the cars is entered in the "freight forwarded book" and on the way-bills; also, that every article entered on the way-bill is actually loaded in the cars designated thereon.

44. Agents will always carefully examine the way-bill when received, to ascertain if articles are rated as per tariff, and the amounts extended aright. If an error is detected, they will alter the way-bill, sending a correction sheet to the shipping-agent and to the accounting department, Chicago. Agents will make no alteration of back charges without orders from the office sending the way bill.

45. If at any time agents do not receive all the freight the way-bill calls for, or receives more than is billed, or if the freight is in bad order when received, they will fill out and send by first train, two copies of "over," "short," or "bad order" sheets, (as the nature of the case may require,) one copy for the general freight office and one for the agent at the station from which the freight is shipped, (when known,) enclosing both copies to the said shipping-agent, who will make his notations thereon and send one copy to general freight office, and the other one to the agent from whom he received it.

46. The term "bad order" and "B. O." should never be used when describing the condition of freight; but when it is necessary that notations should be made, the exact condition should be definitely described.

47. Releases for household goods (and other freight to be "released" in accordance with classification) must be taken in duplicate, properly stamped, (at the expense of the company,) and signed by shipper and witnessed by agents or their assistants. Agents will carefully examine new furniture, and if they consider it is not packed in a manner to sustain the necessary handling, &c., while in transit, they must not receive it unless it is "released" in the same manner as household goods.

48. When the parties to whom freight is consigned are unknown,

agents will notify forwarding agent thereof and request him to advise consignors and ascertain their wishes regarding its disposal; and, on the first of every month they will make a report of all the freight that may be unclaimed, to the general freight office, with such remarks upon its condition and probable value as the nature of the case may require.

49. In all cases where claims are sent to the general freight office for overcharge or damage, the original expense-bill must be sent with the same. Whenever a duplicate expense bill is required by the consignee for any reason whatever, agents must be careful to write "duplicate" upon the same.

50. This corporation will not be accountable for the correctness of charges advanced by them in good faith to other corporations or individuals, as back charges.

51. Freight for way points must not be loaded into cars with through freight.

52. To save unnecessary hauling of cars, freight-agents must economize in their use as much as possible, never sending a car for a small lot of freight that can be readily loaded after the arrival and without too much detention of the train. Agents at way-stations must use discretion in this matter, and not load into the train, "to unload," heavy articles that require more than two men to handle, nor more in quantity for any one place than can be handled without too great detention of train.

53. No agent is excusable for allowing perishable property to perish on his hands. When such freight is allowed to remain at the station beyond a reasonable time, the agent should apply to the general freight office for instructions; failing to receive which, he should dispose of the property to the best advantage, and report fully to the general freight office.

54. Agents when shipping perishable property, should note "perishable freight" on the outside of way-bill.

55. Grain in bulk must be loaded by shipper, and at owner's own risk of shortage, except such as may arise from collisions and similar accidents. Shippers are required to load their cars properly, and as nearly as possible with the maximum load (10 tons) as the company will charge freight on 18,000 lbs., even though a car contains less, and will charge 10 cents per 100 lbs. above tariff rates on all over 21,500 that may be loaded in any car. The company will not receive grain in bulk for transportation, if consigned to any particular elevator in Chicago.

56. Different kinds of grain must not be loaded in the same car, unless the grain is in sacks or barrels.

57. Potatoes or garden roots will only be taken in sacks, barrels, casks or boxes except in full car-loads, when they may be taken in bulk.

58. Furs in bundles or sacks must be entirely at the risk of the owner, and so stated on the receipt given.

59. No allowance will be made for a deficiency of lemons or oranges in boxes, if not covered with canvas; nor for a deficiency in raisins unless in packages of not less than three boxes well strapped.

60. Live stock way-bill must be sent with each car of stock shipped to Chicago. The forwarding agent will be held strictly responsible for any error or omission in billing stock to Chicago. Great care must be observed to see that the stub attached is a correct copy of the bill, as the stub goes directly to the stock-yards, and the amount entered thereon is collected by the Stock-Yard Company.

108 61. When live stock is shipped, agents should state the number of animals loaded in each car, adding the words "more or less." Stock contracts should be filled out in the same way.

62. Care must be had that men in charge of live stock have all proper facilities in taking care of stock under their charge, in trains and at stations. Agents must use great care to secure the doors of cars containing stock, and, as a better precaution against escapes, will, when necessary, nail strong boards across the inside of the door-way, to a proper height, (two-thirds the length of the door,) and sufficiently close together to surely prevent the stock from getting over or through them. The grain-doors of cars should never be nailed, but must be raised or fastened back on inside, when live stock is to be loaded.

63. The new box-cars of this company must not be loaded with live stock of any kind, unless special permission is previously given to do so.

64. Gunpowder, friction-matches, and other combustible articles, will be taken by special agreement only. If the above-named articles are found secreted among other goods, they will be forfeited or destroyed; and in case of damage by reason of them, the shipper or consignee will be held responsible therefor.

65. Agents must see that the doors of all loaded cars are locked or securely fastened.

66. Agents must be sure that all freight is properly delivered. They will bear in mind that the consignee of property is the owner, (so far as the common carrier is concerned,) and the only person to whom they can safely deliver it, except where property is specially consigned to the care of some particular person or company, in which case it should be delivered to the person or company to whose care it is so specially directed.

67. All freight destined to points east and south of Chicago, in quantities of three tons or more, when going by rail from Chicago, except via the Pittsburgh, Cincinnati & St. Louis railway, must be billed to South Branch, at which station it can be transferred to connecting roads free of charge. Small lots of freight going by rail, destined as above, must be billed to Chicago, unless it can be loaded into cars destined directly for South Branch. All freight going from Chicago by water or via the Pittsburgh, Cincinnati & St. Louis railway, must be billed to Chicago.

68. Agents must be particular to note on both their way-bills and expense-bills, "date," "No." and "No. of cars," and in order to identify the cars (the company now using different cars of the same No.) they will be careful to indicate the division of road to which they belong, as "G. & C. 934," "C. & N. W. 1014," "I. C. 437," &c.

69. The use of memorandum way-bills, as a matter of convenience to agents, is prohibited, except in cases of urgency, when special permission from the general freight agent can be obtained.

70. Hereafter no claim made for leakage or loss of grain from defective cars (unless same is caused by accident on road) will be allowed, it being understood that shippers will not load such cars, as they are not satisfied are in good order.

71. Shippers of dressed hogs must be required to plainly mark each and every hog with initials of name of consignee, and, when practicable, each hog composing the particular shipment should be numbered, and the weight, together with the number thereof, marked upon the hog.

72. Agents are enjoined to accurately ascertain actual number of hogs received by them before receipts are issued to shippers therefor, and will also be very careful in checking the hogs into cars, so that only the number actually loaded will be way-billed as forwarded from their respective stations.

73. Consignments of miscellaneous freight destined to interior towns, south and east of Chicago, or off the line of this road, must not be re-

ceived, unless the address of the consignee is given in full, with name of town, county, and State, which full directions must be noted by agent on way-bill when the property is forwarded.

74. Particular care must be taken by train men, when unloading way freight, that property in the car is left in a safe position, that it may not afterwards be affected by movement of train.

75. It is expected that all agents and employés, who are to be governed by the foregoing rules, will carefully study them, as all such persons will be held resposible for any violation thereof, or for any failure in duty, which might have been avoided by a careful study of the same.

TABLE OF WEIGHTS.

Wheat	per bushel	60 lbs.	Corn-meal, per bushel		48 lbs.
Rye	"	56 "	Salt, fine, "		56 "
Corn	"	56 "	Apples, green, per barrel		150 "
Oats	"	32 "	Flour and meal "		200 "
Barley	"	48 "	Brick, (common,) per thousand		4,000 "
Potatoes	"	60 "	Bark, per cord		2,000 "
Sweet potatoes	"	55 "	Charcoal, per bushel		22 "
White beans	"	60 "	Coke, "		40 "
Clover-seed	"	60 "	Stone, undressed, per cubic yard		4,000 "
Timothy-seed	"	45 "	LUMBER.—Pine, poplar, hemlock and white wood, seasoned, per thousand		2,500 "
Flax-seed	"	56 "	Do. part seasoned, per thousand		3,000 "
Hemp seed	"	44 "	Do. green, per thousand		3,500 "
Buckwheat	"	52 "	Hardwood lumber "		4,000 "
Onions	"	57 "	Shingles, "		300 "
Salt	"	38 "	Lath, "		500 "
Bran	"	20 "	One ton weight		2,000 "
Turnips	"	56 "			
Lime	"	80 "			

109 CLASSIFICATION.

The attention of eastern agents and shippers is called to the important alterations that have been made in the general classification of this road.

EXPLANATION.

The number of the class is given opposite each article. 1, 2, 3, 4, stand for first, second, third, and fourth classes, respectively; 1½ for once and a half first class, and D. 1 for double first-class. S. R. refers to tables of special rates and articles.

Articles not enumerated will be classed with analagous articles.

A.

Acids, owners' risk of leakage and breakage, and Co.'s convenience	D. 1
25 carboys or over	1
Agricultural implements, owner's risk:	
In car-loads	S. R.
Less than car-loads, as follows:	
Reapers, mowers, harvesting machines, threshers, plows, seed-drills, and feed-cutters	1
Plows, knocked down and boxed	2
Corn-planters, cultivators, and shovel-plows	1½
Knocked down	1
Fanning-mills, horse-rakes and similar light and bulky machines	D. 1
Knocked down	1
Grain-cradles, owners' risk, one, 30 cts.; two or more, 20 cts. each, any distance.	
Alcohol, owner's risk of leakage	1
Ten bbls. or more	2
Ale, owner's risk of leakage:	
Less than 20 bbls	3
20 bbls. or over	4
Ale, in glass, packed, owner's risk of breakage and leakage	1
Alum	3
Anchors	4
Antimony, crude	1
Anvils	3
Apples, dried	2
Do. do. 50 bbls. and over	4
Do. green, owner's risk, 50 bbls. or more	4
Do. do. less than 50 bbls	3
Ashes, pot and pearl	4
Asphaltum	4
Axes	3
Axle-grease	3
50 cases or over	4
Axles, iron	3

B.

Bacon, loose	2
Do. in car-load	3
Do. packed	4
Bagging	2
Bags, in bales	2
Bags used in transporting grain will be returned free of charge on freight trains, if properly marked and directed; but the company will not be responsible for any loss occasioned in transporting or delivering such bags. If receipts are demanded	1
Baking-powders	2
Band-boxes	D. 1
Barilla	3
Bark-mills	2
Bark, tanners'	3
Do. in car-loads	S. R.
Barrels, empty:	
Tierces, 100 lbs	1
Pork, beef, liquor, & oil bbls., 70 lbs. each	1
Beer bbls., 70 lbs. each	2
Half do. 40 lbs. each	2
Q'r do. 25 lbs. each	2
Flour-barrels, 20 lbs. each	1
Barytes	4
Bath-brick	4
Belting, rubber	1
Belting, leather	1
Barley, pearl	3
Baskets	D. 1
Bath-tubs	D. 1
Batting	D. 1
Beans, dry	3
Do. in car-load	4
Do. green, prepaid	1
Bed-cord, in bundles	1
Bedsteads, rough, owner's risk	2
Beef, packed	4
Bee-hives	D. 1
Beer, same as ale.	
Bees-wax	1
Bells	2
Bellows	1
Berries, except cranberries, owner's risk, prepaid	1
Billiard tables, boxed, owner's risk	1
Binders' boards	2
Bird-cages, boxed	D. 1
Black lead, in barrels or boxes	3
Bleaching-salts	4
Blue vitriol	2
Blinds	1
Do. in car-loads	S. R.
Boiler-flues	2
Boilers, loaded and unloaded by owner:	
30 feet long or over	1½
Under 30 feet long	1
Boiler-felting	2
Bones	3
Bonnets, boxed	D. 1
Books	1
Boots and shoes, boxed and strapped	1
Do. not strapped	1½
Do. in trunks	D. 1
Borax	2
Bottles, owner's risk	1
Boxes, empty	1
Bran, (see Mill-stuffs.)	
Brass vessels	1
Brass castings	2
Bread	1
Do. in car-load	3
Brick, common	4
Do. 20,000 lbs. or over	S. R.
Brimstone, in boxes or kegs	2
Do. in bbls. or hhds	4
Broom-corn, released, loose, or in b'dles	D 1
Do. pressed, in bales	1
Do. do. 14,000 lbs. and over	1
	4
Brooms, in bales or b'dles	1
Brushes	D. 1
Buffalo robes	1½
Burlaps	2
Burning-fluid, owner's risk of leakage	1
Burning-fluid, company's risk, three times 1st class.	
Burr blocks	4
Butter, owner's risk, in crocks	D. 1
Do. in kegs or boxes	1
Do. do. in car-loads	3
Bitters, owner's risk of breakage and leakage.	
In glass, boxed	1
100 boxes or over	2

C.

Cabinet organs, owner's risk	1
Cabinet-ware, (see Furniture.)	
Cable-chain	4
Caloric engines	1
Camphene, in wood, owner's risk of leakage	1
Camphene, in wood, company's risk, three times first class.	
Candles	2
Canvas	1
Cannon	2
Caps, in boxes, strapped	1
Do. in boxes, not strapped	1½
Do. in trunks	D. 1
Capstans	2
Carboys and contents, owner's risk	D. 1
Carboys, (returned,) empty	1
Cards	1
Carpets and carpeting	1
Carpenters' tools	1
Carriages and sleighs, not boxed, at owners' risk of chafing, fire, and weather, at estimated weights, viz:	
Stage-coach, omnibus, or very large wagon or sleigh, 4,000 lbs.	1
Two-horse carriage, hack, or sleigh, or carriage with standing top, 3,000 lbs	1
Buggy, gig, chaise, one-horse carriage, or sleigh, 1,500 lbs	1
Sulky, light trotting-buggy, very light cutter, or common bob-sled, 750 lbs	1
Carriages, well boxed, owner's risk, twice first class.	

Carriage-springs	2
Car-springs, rubber	2
Do. do. volute, boxed	4
Cars hauled in trains, passenger cars, 15 cents; box cars, 10 cts.; flat cars, 8 cts. per mile.	
Car-wheels and axles	4
Carts, in pieces	1
Casks, large, empty	D. 1
Cassia	1
Cast-iron grain-mills	2
Cauldron-kettles	1
Cement, less than 24 bbls	4
Do. 24 bbls. or more	S. R.
Chain, in casks	4
Do. loose	2
Chairs, loose or in b'dl's	D. 1
Chair-stuff, in rough	2
Chalk	4
Charcoal and coke	1
Do. in car-loads same as coal per car.	
Cheese, in boxes or casks	1
Do. 50 p'k'g's or over	2
Do. loose, owner's risk	D. 1
Chiccory	3
Chicken-coops, empty, prepaid	D. 1
China-ware, owner's risk	1
Do. in casks	2
Chocolate	2
Cider, owner's risk of leakage	3
Do. in car-loads	4
Cigars, box'd and strapped	D. 1
Clay	4
Clocks and weights	1
Clover-seed	2
Coal, 20,000 lbs. or over	S. R.
Do. less than 20,000 lbs	4
Coal-tar, in car-loads	4
Do. less than car-load	3
Coal-oil, in wood, owner's risk of leakage	1
Coal-oil, in wood, company's risk, three times 1st class.	
Coal-oil, 50 bbls. or more, owner's risk of leakage	4
50 bbls. or over, company's risk of leakage	1
Cob-mills	2
Cocoa	2
Cocoa matting	2
Codfish, in casks or boxes	3
Do. 5,000 lbs. or over	4
Coffee, ground	2
Do. in sacks	3
Do. 50 sacks or over	4
Coffins, metallic or wood	1
Collars, horse	1
Composition for roofing	4
Concentrated lye	2
Condensed milk, coffee, and meats	1
Do. 100 boxes or more	2
Confectionery, owner's risk:	
Less than 500 lbs	D. 1
500 lbs. or over	1
Copper vessels	1
Copperas	4
Copper bottoms	2
Copper, plates, sheets, bolts, pig, wire, nails, and rods	2
Copying-presses	1
Cordage, in bundles	1
Corks	1
Corn meal, (see Flour.)	
Corn-shellers	1
Cotton waste	2
Cotton, in bales	1
Covers	1
Crackers, in bbls. or boxes	1
Do. 10 barrels or over	2
Do. 50 barrels	3
Do. car-loads	4
Cranberries	2
Cream tartar	2
Crockery, owner's risk:	
In barrels or boxes	2
In crates or hhds	4
Crowbars	3
Crucibles	1
Cutlery	1
Clothes-pins	2

D.

Dates	2
Deer-skins, pressed, in bales	1
Do. in bundles	D. 1
Demijohns, owners' risk	D. 1
Domestics, sheetings, shirting, ticking, and denims, in original bales.	1
Doors	2
In cars loads	S. R.
Drag-teeth, in brls. or boxes	4
Druggists' stock	1
Drugs and medicines	1
Dry goods, in boxes and bales	1
Do. in trunks	D. 1
Duck	1
Dye-stuffs, not otherwise specified	2

E.

Earthen and stone-ware, owners' risk:	
In crates or hhds	4
Loose, at owner's risk	1
In car-loads, wagon-rates.	
Earth-paints	4
Eggs, packed, owner's risk	1
Emery	2
Engines, steam, if set up, to be loaded and unloaded by owner	1¼

F.

Feathers, in bags	D. 1
Felt, for roofing	2
5 tons, or over	4
Figs, in boxes or casks	2
Do. in drums	1
Fire-arms	1
Fire-brick	4
Fire-crackers, fire-works	D. 1
Fish, dried, pickled, or salted.	3
Do. 5,000 lbs. or over	4
Do. fresh, prepaid	1
Flax, same as tow.	
Flax-seed, 18,000 lbs. or more	4
Less than 18,000 lbs	3
Flour, 100 bbls. and over	S. R.

Do. in lots of 50 bbls. and less than 100 bbls., 20 per cent. will be added to special rates.
Do. less than 50 bbls 4
Flour, in sacks, owner's risk of wet and waste, 2,000 lbs. and over 3
Do. less than 2,000 lbs 2
Do. 20,000 lbs. or over, at owner's risk of wet and waste, rated same as bbls.
Forks, hay and manure 2
Fowls, live ..... D. 1
Fruits, dried 2
Fruits, canned 1
Do. 100 boxes or more 2
Do. green, owner's risk, prepaid . 1
Furniture, owner's risk:
In car-loads ..... S. R.
Set up, released ..... D. 1
Knocked down or unfinished 1
Set up and boxed ..... D. 1
Furs ..... D. 1

G.

Galvanized-iron cornice, &c ..... D. 1
Game, owner's risk, prep'd 1
Garden seeds 1
Garden roots, (see Potatoes.)
Gas fixtures, boxed 1
Ginseng 1
Glassware, owner's risk 1
Glass, plate, owner's risk of breakage D. 1
Over 8 feet long, special agreement.
Glue 2
Grain, in lots of 18,000 lbs. and over, owner's risk of short weight ..... S. R.
Grain, in lots of less than 18,000 lbs . 4
Receipts not given for grain in bulk, or for any number of sacks, except more or less. The company will not be responsible for discrepancy in number of sacks thus shipped. Consignors not wishing grain to go to elevator must ship in sacks. All grain must be loaded by shipper.
Grain-cradles, (see Agricultural implements.)
Grapes, in kegs or boxes, owner's risk, prepaid 1
Grass-seed 2
Do. except clover, 18,000 lbs. or more 4
Grease, same as lard.
Grindstones, owner's risk 4
Do. company's risk 1
Gum copal 2
Gum shellac, original pkgs 2
Gunny-bags, in bales 4

H.

Hair, in sacks 1
Hair, pressed, in bales or brls 2
14,000 lbs. or over 4
Hams and shoulders, loose 2
Do. do. in car-loads 3
Do. do. packed 4
Harness 1
Hardware, not otherwise specified ... 2
Hats, in boxes, strapped 1
Do. not strapped 1½
Do. in trunks ..... D. 1
Hay-presses, knocked down 1
Do. set up, wagon-rates.
Hay, pressed, in car-loads, 110 owner's risk of fire, loaded and unloaded by owner .... S. R.
Do. less than car-loads 4
Hemp-machines 2
Hemp, owner's risk of fire 1
Herring, in boxes or kegs 2
Hides, dry 1½
Do. green, car-load 4
Do. do. less than car-load 2
High wines:
5 bbls. or more 2
Less than 5 bbls 1
In car-loads 4
Hobby-horses ..... D. 1
Do. knocked down and boxed 1
Hoes 2
Hogs, dressed, owner's risk of weather and delay of trains 2
Do. In car loads 3
Hollow ware, owner's risk 1
Hominy 2
Honey 1
Hoops and hoop-poles: car-load not to exceed 10 tons ..... S. R.
Do. do. Less than 20,000 lbs. 4
Hoofs and horns 2
Hops 2
Horse-shoes 4
Household goods, not furniture, well boxed 1
Household goods, in car-loads, wagon-rates.

I.

Ice, prepaid 1
Do. car-loads ..... S. R.
India-rubber goods, not otherwise specified 1
Indigo 1
Ink, in glass or stone 1
Do. printing or other, in wood 2
Iron bar, band or boiler 4
Iron bolts and washers 4
Iron castings, in boxes or casks 2
Iron castings, not otherwise specified; light and loose. 1
Do. heavy and plain 4
Iron facings 3
Iron, hoop or sheet, owner's risk of rust 1
Iron nuts and rivets 4
Iron-ore 4
Do. 20,000 lbs. or over ..... S. R.
Iron, pig, do. do. do. ..... S. R.
Do. less than 20,000 lbs 4
Iron pipe, gas and water 3
Iron railing 2
Iron roofing, in boxes 3
Iron safes 2
Iron, scrap, 20,000 lbs. and over ..... S. R.

Do. in bbls. or boxes less than 20,000 lbs 4
Iron shutters 3
Iron water-wheels 2
Ivory 1

J.

Japanned ware 1
Junk and jute 3

K.

Kerosene, (see coal-oil.)

L.

Lampblack 2
Lanterns 1
Lard in crocks 1
Do. in kegs or bbls 2
Do. in car-loads 4
Lasts 2
Lath ..... S. R.
Lead, pig 4
Do. in bar, pipe or sheet 1
Do. do. in casks 3
Leather, loose 1
Do. except loose 2
Lemons and oranges, owner's risk of damage and wastage 1
Licorice 2
Lightning-rods, in bundles 2
Lime, in bulk. Car-lots. Cattle-rate for same distance.
Lime, 24 bbls. or more ..... S. R.
Do less than 24 bbls 4
Liquors or liquids, in glass, owner's risk of leakage and breakage 1
Liquors, in wood, owner's risk of leakage 1
Liquids, in cans or jugs:
Packed in kegs or boxes 1
Not packed in kegs or boxes, not taken.
Live stock, shipped by contract, under which the company assumes no responsibility for loss, damage, or delay to the stock, in car-loads ..... S. R.
Less than car-load: one horse, 2,000 lbs.; two horses, 3,500 lbs.; three horses, 5,000 lbs.; each additional horse, 1,000 lbs 1
Colts under 2 years old, 1,000 lbs. each 1
Stallions, 4,000 lbs 1
Horned animals, 2,000 lbs. each 2
Calves and sheep, less than car-load, 200 lbs. each, (but not in any instance less than 75 cents each ... 1½
Hogs, less than car load, actual weight 1½

The line will not assume any liability over one hundred dollars on horses and valuable live stock, except by special agreement.

Agents are not allowed to receive and ship such valuable horse or other animal until a proper contract or release is signed by the owner or shipper thereof.

At the above rates the owner is to feed, water, and take care of his stock at his own expense and risk, and is to assume all risk of injury or damage that the animals may do to themselves or to each other, or which may arise from delay of trains.

Stock will only be taken by the car load, at the price fixed under the table of "Special Rates," when a contract is executed by the station-agent and shipper, to be loaded and unloaded, watered, and fed by the owner, and at his risk in all respects, except as specified in form of contract or receipt in hands of agents.

Two or three cars of stock will entitle the owner, or driver, to pass on the train with the stock, to take care of it. Four cars and upwards, one owner, two men in charge, to pass on stock-train, which is the maximum number that will be passed on any train from one consignor or party. All persons thus passed are at their own risk of personal injury from any cause whatever.

The agent at the station where the stock is loaded will give no passes, but must enter on the back of the contract the name or names of the persons who are actually entitled to pass free with the stock, which is the authority for the conductor to pass them.

Agents will refuse to enter any name on contract but those of owner or employees in charge, without regard to passes required by number of cars.

Agents of this company are not authorized to agree to forward live stock, to be delivered at any specified time.

Locomotive-engines and tenders, hauled in train, 35 cents per mile.
Locomotive-tire 4
Looking-glasses, boxed, owner's risk of breakage ..... D. 1
Lounges, owner's risk ..... D. 1
Lumber, common, 5,000 feet and over, S. R.
Lumber, hard, 25 per cent. more than common. Square and round timber, not more than 25 feet long, same per M as common lumber. Over 25 feet long, 25 per cent. added. Siding, not over half inch, rated at one-half the price of common lumber. From half-inch to inch, rated as one inch. No deduction made on account of lumber being dressed. 6 M lath and 10 M shingles rated as one M common lumber. Cedar posts, per cord of 128 cubic feet, same as one M common lumber. Other posts, same as one M hard lumber. Saw-logs, same as hard lumber, owner to load.
Lumber, either hard or common, less than 1,000 feet 3
1,000 feet and less than 5,000 feet, 25 per cent. more than S. R.

M.

Machinery, not otherwise specified, owner's risk, in car-loads .. S. R.
Do. in frame 1½
Do. not set up 1
Do. less than car-load, boxed .. 2
Madder 2
Malt 4

Manilla 3
Marble, owner's risk.
In blocks & slabs, rough 3
Do. car-loads 4
Lettered, prepaid 1
Wrought, owner's risk 1
Matches, owner's risk 1
Mats and rugs 1
Mattresses ..... D. 1
Measures and tubs 1
Meat, fresh, prepaid 1
Medicines 1
Melodeons, boxed, owner's risk 1
Melons, prepaid, owner's risk 1
Metallic coffins 1
Millstones, owner's risk of breakage .. 3
Mill-stuffs, car-loads ..... S. R.
Do. in bags, less than car-load 4
Mineral-water 1
Molasses, owner's risk of leakage 3
20 bbls., or over 4
Moss, in sacks 1
Pressed, in bales 2
Mouldings, common building 1
Musical instruments, not otherwise specified, owner's risk ..... D. 1
Mustard 2

N.

Nails and tacks, in boxes 3
Nails, spikes, and staples, in kegs 4
Do. in bags 2
Nail-rods 4
Nuts, in boxes or casks 2
Do. in sacks, owner's risk 1

O.

Oakum, in bales 2
Oil-cake 4
Oil-cloth 2
Oil, lard, whale and linseed, in wood, owner's risk of leakage 3
Oil, lard, whale and linseed, in wood, company's risk 1½
Oil, in glass, owner's risk of breakage 1
Oranges, and lemons, owner's risk of damage and wastage 1
Osage-orage plants, prepaid 1
Oysters, and clams 1

P.

Paintings, and pictures, owner's risk .. D. 1
Paints, in boxes and cans, not otherwise specified 2
Paints, white lead or zinc, dry or in oil, in cans, boxed 4
Do. not boxed 1
Do. in kegs or bbls 4
Palm-leaves, in bales 1
Paper-hangings, in boxes 2
Do. not boxed 1
Paper, in boxes 1
Do. printing and wrapping 2
Do. do. in car-loads 4
Pasteboard 2
Peaches, dried 2
Do. in car-load 4
Do. green, owner's risk, prepaid. 1
Peas, in casks, dried 3
Do. green 1
Pianos, owner's risk, actual weight .. 1
Pickles, in casks 3
Do. in glass, boxed, at owner's risk 1
Do. do. 100 boxes or over 2
Picture-frames, and mouldings ..... D. 1
Pine-apples, owner's risk 1
Pipes 2
Pitch, and asphaltum 4
Plaster, 24 bbls. or over ..... S. R.
Less than 24 bbls 4
Plaster, stucco, 24 bbls. or over ..... S. R.
Less than 24 bbls 4
Plaster-of-Paris ornaments ..... D. 1
Plate-glass, owner's risk of breakage. D. 1
Over 8 feet long, special agreement.
Plow-steel 2
Plows, (see Agricultural implements.)
Pork, packed 4
Porter and ale, in glass, packed, owner's risk 1
Posts, fence, (see Lumber.)
Potatoes, in sacks or barrels 4
Potatoes, or garden-roots, in car-loads, 1 cent per 100 lbs more than wheat for same distance.
Potatoes, sweet 1
Poultry, dressed, owner's risk, prepaid 1
Do. live ..... D. 1
Powder, in Co.'s powder-car, or in fire proof magazines, at company's convenience, magazine returned free ..... D. 1
Do. in car-loads 1
Preserves, in glass or cans, boxed, owner's risk 1
Do. 100 boxes or more 2
Printing-presses 1
Prunes, in casks or boxes 2
Pumice-stones 3
Pumps 1
Do. in car-loads, wagon-rates.
Pump-tubing, wood 2
Do. in car-loads, wagon-rates.
Putty 3

Q.

Quicksilver, in iron flasks 1

R.

Rags, owner's risk of fire, in sacks 1
Do. pressed in bales 3
Do. in car-loads 4
Railroad chairs and spikes 4
Railroad-iron ..... S. R.
Raisins, owner's risk, not strapped ... 1
Do. strapped 2
Rakes 1
Rattan 1
Refrigerators 1
Resin 4
Rice, in bags, owner's risk 1
Do. in tierces and bbls 4
Rigging and rope 4
Roofing-paper, same as felt.
Rope 4

Rubber car-springs 2
Rubber packing, hose, and belting 1
Rugs and mats 1

S.

Saddlery hardware 2
Saddles 1
Sad-irons, boxed 4
Safes, milk, meat, or bread ..... D. 1
Saleratus 4
Salt, in sacks or bbls 4
Do. 24 bbls. or over ..... S. R.
Salt-petre 4
Sand, in car-loads, same as brick.
Do. less than 20,000 lbs 4
Sand-paper 1
Sardines 2
Sash, window 1
in car-loads ..... S. R.
glazed, owner's risk of breakage 1
Saw-logs, (see Lumber.)
Scales and scale-beams, boxed 2
Scales and scale-beams, not boxed 1
School-slates, boxed 2
Scythes 2
Scythe-snaths 1
Scythe-stones 3
Seed-drills, (see Agricultural implements.)
Seeds, not otherwise specified 2
Sewing-machines, boxed ..... D. 1
Do. knocked down and boxed 1
Do. not boxed, not taken.
Sheep-pelts, dry 1
Sheep-pelts, green 2
Shingle and stave bolts, less than 20,000 lbs 4
in car-loads ..... S. R.
Shingles ..... S. R.
Shingle-machines 1
Shoe-blacking 2
Shoe-findings 1
Shoe-pegs 1
Shorts, (see Mill-stuffs.)
Shovels 2
Shot, in kegs or boxes 4
Shot, in bags, owner's risk ..... D. 1
Show-cases, owner's risk ..... D. 1
Sieves 1
Sizing 1
Skins, not otherwise specified, in bales 1
Slate, roofing 4
Sleighs, boxed, owner's risk, three times first class.
Not boxed, (see Carriages.)
Sleigh-shoes 2
Smut-machines 1
Snuff 1
Soap, common 4
Soap, fancy 2
Soap-stone slabs, boxed 4
" " dust " 4
Soda 4
Soda-ash 4
Sofas and lounges, owner's risk, actual weight ..... D. 1
Solder 2
Sorghum-sugar mills 3
Sorghum-syrup, owner's risk of leakage 3
Spades 2
Spelter 2
Spices 2
Staves and heading 4
in car-loads, not exceeding 10 tons S. R.
Stationery 1
Starch 3
Steam-boilers, (see Boilers.)
Steel 2
Steel-springs, cast 2
Steel plow-wings 2
Straw goods 1
Stone, in blocks, dressed or rough, in car-loads, loaded and unloaded by owner ..... S. R.
less than 20,000 lbs 4
Stone-ware, (see Earthen-ware.)
Stove-pipe 1½
Stove-pipe, released 1
Stove-plate ..... D. 1
Stove-plate, released 1
Stoves ..... D. 1
Do. released 1
Do. in car-loads, released, loaded and unloaded by owner, estimated 10 tons 4
111 Stucco, (see Plaster.)
Sugar, except maple 3
Sugar, in lots of 50 bbls or over 4
Sugar, in bags 2
Sugar, maple 2
Sugar-evaporators ..... D. 1
Sugar-kettles 2
Sumac 3

T.

Tallow 3
Tar 4
Tea 1
Terra-japonica 3
Threshing-machines, (see Agricultural implements.)
Tile, drain 2
Do. in car-loads, same as brick.
Tin-plate 3
Tin-ware, boxed 1
Tin-ware, loose ..... D. 1
Tobacco, cut 1
Tobacco, plug 3
Tobacco, unmanufactured, in hogsheads, boxes, or bales 4
Tow, owner's risk of fire 1
Do. 14,000 lbs. or over 4
Tool-chests 1
Toys, boxed ..... D. 1
Trees & shrubbery, prepaid, in bales, owner's risk ..... D. 1
Do. do. in boxes, at owner's risk 1
Do. do. car-loads, wagon-rates.
Trunks, empty 1
Tubs 1
Turned-stuff 2
Turpentine, spirits, owner's risk of leakage 1
Twine, in bales 1
Type 2

U.

Umbrellas	1

V.

Varnish, owner's risk of leakage	1
Vegetables, prepaid	1
Velocipedes	D. 1
Venison, owner's risk, prepaid	1
Veneering, boxed	2
Veneering, not boxed	1
Vices	2
Vinegar, owner's risk of leakage	3
Do. in car-loads	4
Vitriol, owner's risk	D. 1

W.

Wadding	D. 1
Wagon-axles, iron	3
Wagon felloes, bows, spokes, and hubs	2
Do. in car-loads	S. R.
Wagons, common, in pieces, 1,000 lbs. each	1
Do. in car-loads	S. R.
Do. on wheels, (see Carriages.)	
Do. children's	D. 1
Do. do. knocked down and boxed	1
Wagon skeins and boxes, owner's risk	2
Do. do. do. in car-lots	4
Washing machines	1½
Wash-boards	2
Wash-boards, zinc-lined, 25 doz. or over	3
Wax	1
Whalebone	1
Wheelbarrows	D. 1
Wheelbarrows, knocked down	1
Whips	1
Whisky, common, owner's risk of leakage	2
Do. 20 bbls or over	4
White-lead, (see Paints.)	
Whiting	4
Willow-cuttings, owner's risk, in boxes	2
Willow-cuttings, in bales	1
Willow-reeds	2
Willow-ware	D. 1
Wicking	D. 1
Window-glass, owner's risk of breakage, 12 by 20 and over	2
under 12 by 20	3
Wine, in baskets or boxes	1
Wire-cloth	1
Wire	2
Do. fencing	3
Do. do. in car-loads	4
Wood, fuel, same as coal per car.	
Wooden ware	1
Wood, in shape, unfinished	2
Do. in car-loads	S. R.
Woods of value, viz: Mahogany, rosewood, lignum-vitæ, cherry, cedar	3
n car-loads	4
Woolen goods	1
Wool	1

Y.

Yarn, pressed and in bales	1

Z.

Zinc-paint, (see Paint.)	
Zinc, sheet, in casks	4
Zinc, sheet or roll, not packed	1

☞ It will be observed that several articles mentioned in the classification are taken at lower rates when shipped in "car-loads," and in order to avoid misunderstanding, the "car-load" will be construed to mean 16,000 lbs., or over, except for such freight as is taken at the rate of "special articles," when the car-load will mean 20,000 lbs.

SPECIAL DIRECTIONS.

1. Wheat, in car-loads, may be stopped and floured in transit, at two cents per 100 lbs. over the regular rate to Chicago, on wheat, from place of shipment. Wheat to be billed to, and freight paid at the station where it is to be floured, and the flour (same weight as wheat, reckoning 220 lbs. per bbl.) to be billed from milling-station to Chicago free.

2. Shippers must render an account of the actual weight of grain, in all cases when shipped between local stations. No extra charge will be made for grain in bags between local stations, but, if destined to Chicago, it will be charged one cent per 100 pounds more than rate for grain in bulk. Ear-corn in bulk, when destined to Chicago, will be charged one cent per 100 pounds more than rate given for shelled corn.

3. Shingles one-tenth, and lath one-sixth the rate of lumber per thousand. All lumber transported by this company must be loaded and unloaded by the owner, or at his expense. All cars of lumber must be unloaded by the owner or consignee within ten working-hours after their arrival at destination, or a charge of five dollars per day will be made

for each day a car is occupied after the expiration of that time. The company reserves the right, however, to unload all lumber themselves immediately on arrival at destination, charging for same at the rate of one dollar per car—and agents are instructed to do so at all times when cars are needed for other freight. The amount so collected must be entered upon the way-bills, and in the accounts. Lumber loaded by the company in Chicago will, at all times, be charged for at the rate of two dollars per car.

112 *Chicago & Northwestern Railway, Iowa division.—Local freight tariff.*

TABLE No. 1.

Distances.	Between Clinton, Iowa, and—	First class.	Second class.	Third class.	Fourth class.	Grain in bulk, in car-loads, per 100 lbs.	Flour and corn-meal, in car-loads, per bbl.	Salt, lime, cement, stucco, water lime & plaster, in lots of 24 bbls or over, per bbl.	Soft lumber, in car-loads, 5,000 feet or over, per M.	Horses, per car.	Cattle and hogs, per car.	Sheep, per car.	Wagons, agricultural implements, machinery, household goods, furniture, and sash, doors and blinds, per car.	Special articles, enumerated below, in car-loads of ten tons, per car.*
5	Camanche	10	8	7	6	6	12	15	1.10	11.00	8.00	8.00	9.00	8.00
10	Low Moor	15	11	9	8	7	14	18	1.35	12.00	10.00	9.00	11.00	9.00
14	Malone	17	13	11	10	8	16	21	1.70	13.00	11.00	9.00	13.00	9.00
19	De Witt	26	17	14	12	10	20	25	2.00	15.00	12.00	10.00	14.00	10.00
25	Grand Mound	23	20	16	13	11	22	28	2.40	17.00	14.00	12.00	16.00	12.00
31	Calamus	26	22	18	15	12	24	32	2.60	19.00	16.00	14.00	18.00	14.00
35	Wheatland	28	24	20	17	13	26	35	3.10	21.00	18.00	15.00	21.00	16.00
40	Loudon	32	27	23	18	14	28	38	3.50	23.00	20.00	17.00	23.00	18.00
47	Clarence	35	30	25	20	15	30	40	3.70	26.00	23.00	19.00	25.00	20.00
52	Stanwood	37	32	27	22	17	34	44	3.90	28.00	25.00	20.00	28.00	22.00
57	Mechanicsville	39	34	30	24	18	36	46	4.10	30.00	26.00	21.00	30.00	24.00
64	Lisbon	42	37	33	26	18	36	46	4.50	32.00	27.00	22.00	32.00	26.00
65	Mt. Vernon	42	37	33	26	20	40	48	4.50	32.00	27.00	22.00	32.00	26.00
72	Bertram	45	40	35	27	20	40	48	4.75	33.00	28.00	23.00	33.00	28.00
81	Cedar Rapids	48	42	37	29	20	40	50	5.00	35.00	30.00	24.00	35.00	30.00
90	Fairfax	50	44	38	30	21	42	51	5.25	37.00	32.00	26.00	37.00	32.00
96	Norway	52	46	40	32	22	44	52	5.40	38.00	34.00	28.00	39.00	34.00
106	Blairstown	54	48	42	34	23	40	53	5.75	41.00	36.00	30.00	41.00	36.00
111	Luzerne	56	50	44	36	24	48	54	6.10	43.00	38.00	31.00	43.00	38.00
116	Belle Plaine	58	53	46	38	25	50	55	6.40	45.00	40.00	32.00	45.00	40.00
122	Chelsea	60	54	47	40	26	52	57	6.50	48.00	42.00	34.00	47.00	42.00
132	Tama	62	56	48	42	26	52	60	6.75	51.00	45.00	36.00	49.00	44.00
139	Orford	64	57	49	44	27	54	63	6.90	54.00	48.00	38.00	51.00	46.00
142	Le Grand	66	58	50	45	28	56	66	7.10	57.00	50.00	40.00	53.00	48.00
145	Quarry	68	59	51	46	29	58	68	7.35	59.00	52.00	42.00	55.00	49.00
151	Marshal	60	60	52	47	30	60	70	7.50	62.00	55.00	44.00	58.00	50.00
158	Lamoille	71	61	53	48	31	62	72	7.60	63.00	56.00	45.00	60.00	52.00
165	State Center	72	62	55	49	31	62	74	7.75	64.00	57.00	46.00	61.00	53.00
173	Colo	74	64	57	50	31	62	74	7.90	65.00	58.00	47.00	63.00	54.00
180	Nevada	76	66	58	51	32	64	74	8.10	66.00	59.00	48.00	65.00	56.00
188	Ames	78	68	58	52	33	66	76	8.25	67.00	60.00	48.00	66.00	58.00
192	Ontario	79	69	59	52	34	68	78	8.40	68.00	61.00	49.00	67.00	59.00
202	Boone	80	70	60	53	35	70	80	8.50	70.00	62.00	50.00	68.00	60.00
208	Moingona	83	72	62	54	36	72	82	8.75	72.00	64.00	52.00	70.00	62.00
214	Ogden	86	73	63	55	36	72	84	9.00	74.00	66.00	54.00	72.00	64.00
219	Beaver	89	74	64	56	36	72	86	9.25	76.00	68.00	56.00	74.00	66.00
226	Hager	92	76	66	57	37	74	88	9.50	78.00	70.00	56.00	76.00	68.00
232	New Jefferson	95	76	66	58	37	74	88	9.75	80.00	72.00	58.00	78.00	68.00
241	Scranton	98	78	68	59	37	74	88	10.00	82.00	74.00	58.00	80.00	70.00
250	Glidden	100	80	70	60	38	76	90	10.50	85.00	76.00	60.00	83.00	72.00
258	Carroll	102	82	72	62	39	78	92	10.75	85.00	76.00	61.00	84.00	74.00
264	East Side	105	85	74	64	40	80	94	11.00	86.00	76.00	62.00	85.00	76.00
268	Tip Top	109	89	76	66	40	80	96	11.25	87.00	78.00	63.00	86.00	78.00
271	West Side	113	93	76	66	40	80	96	11.50	88.00	78.00	64.00	87.00	80.00
277	Vail	117	97	78	68	40	80	98	11.75	89.00	78.00	65.00	88.00	82.00
286	Denison	120	100	80	70	40	80	100	12.00	90.00	80.00	66.00	90.00	85.00
295	Crawford	120	100	80	70	40	80	100	12.00	90.00	80.00	66.00	90.00	85.00
303	Dunlap	120	100	80	70	40	80	100	12.00	90.00	80.00	66.00	90.00	85.00
313	Woodbine	120	100	80	70	40	80	100	12.00	90.00	80.00	66.00	90.00	85.00
321	Logan	120	100	80	70	40	80	100	12.00	90.00	80.00	66.00	90.00	85.00
329	Mo. Valley Junc	120	100	80	70	40	80	100	12.00	90.00	80.00	66.00	90.00	85.00
338	Honey Creek	120	100	80	70	40	80	100	12.00	90.00	80.00	66.00	90.00	85.00
344	Crescent	120	100	80	70	40	80	100	12.00	90.00	80.00	66.00	90.00	85.00
351	Council Bluffs	120	100	80	70	40	80	100	12.00	90.00	80.00	66.00	90.00	85.00
352	Missouri River	120	100	80	70	40	80	100	12.00	90.00	80.00	66.00	90.00	85.00

*Coal, brick, pig and scrap iron, stone, bark, hay, staves and heading, wooden-ware, wagon stuff, (in rough,) sand, ice, hoop-poles, stave-bolts, shingle-bolts, and mill stuffs.

113 *Chicago & Northwestern Railway, Iowa division.—Local freight tariff.*

TABLE No. 2.

Distances.	Between Missouri River or Council Bluffs, and—	First class.	Second class.	Third class.	Fourth class.	Grain in bulk, in car-loads, per 100 lbs.	Flour and corn-meal in car-loads, per brl.	Salt, lime, cement, stucco, water lime & plaster, in lots of 24 bbls, or over, per bbl.	Soft lumber in car-loads, 5,000 feet or over, per M.	Horses, per car.	Cattle and hogs, per car.	Sheep, per car.	Wagons, agricultural implements, machinery, household goods, furniture, and sash, doors, and blinds, per car.	Special articles enumerated below, in car-loads of ten tons, per car.*
7	Crescent	18	15	12	10	6	12	15	1.50	10.00	8.00	8.00	10.00	9.00
12	Honey Creek	23	19	17	15	8	16	20	1.75	12.00	10.00	10.00	12.00	11.00
21	Missouri Val. Junct	30	27	24	20	10	20	30	2.50	16.00	14.00	12.00	18.00	15.00
29	Logan	33	29	25	21	12	24	35	3.00	19.00	17.00	14.00	21.00	17.00
37	Woodbine	36	31	26	22	14	28	40	3.50	22.00	20.00	16.00	24.00	19.00
47	Dunlap	39	32	27	23	16	32	43	3.75	25.00	22.00	18.00	26.00	20.00
55	Crawford	42	33	28	24	17	34	46	4.00	27.00	24.00	19.00	28.00	22.00
64	Denison	45	35	30	25	18	36	50	4.50	29.00	26.00	21.00	30.00	24.00
73	Vail	48	38	32	27	19	38	52	4.75	31.00	28.00	23.00	32.00	26.00
79	West Side	50	40	34	28	20	40	54	5.00	33.00	30.00	25.00	34.00	29.00
82	Tip Top	52	42	36	30	21	42	54	5.25	36.00	32.00	26.00	36.00	30.00
86	East Side	55	45	38	32	22	44	56	5.50	38.00	34.00	28.00	38.00	31.00
92	Carroll	58	48	40	34	23	46	56	5.75	40.00	36.00	30.00	40.00	33.00
99	Glidden	60	50	42	36	24	48	58	6.00	42.00	38.00	32.00	42.00	35.00
109	Scranton	62	52	43	36	25	50	58	6.25	44.00	40.00	34.00	44.00	38.00
118	New Jefferson	65	55	45	38	27	54	60	6.50	46.00	42.00	36.00	46.00	40.00
124	Hager	66	56	46	39	28	56	62	6.65	48.00	44.00	37.00	48.09	42.00
131	Beaver	68	57	47	40	29	58	64	6.80	50.00	45.00	38.00	50.00	44.00
136	Ogden	69	58	48	41	30	60	66	7.00	52.00	47.00	39.00	52.00	46.00
142	Moingona	70	59	49	42	31	62	68	7.20	54.00	49.00	40.00	54.00	48.00
148	Boone	71	61	51	43	32	64	70	7.40	56.00	51.00	41.00	56.00	50.00
158	Ontario	72	62	52	44	32	64	72	7.60	58.00	53.00	42.00	58.00	52.00
162	Ames	73	63	53	45	32	64	74	7.80	60.00	55.00	43.00	60.00	54.00
170	Nevada	75	65	55	47	34	68	75	8.00	62.00	57.00	45.00	62.00	55.00
177	Colo	78	67	57	49	35	70	76	8.50	64.00	59.00	46.00	64.00	56.00
185	State Center	80	69	59	51	35	70	77	8.75	66.00	60.00	47.00	66.00	57.00
192	Lamoille	83	71	60	52	36	72	78	9.00	68.00	61.00	48.00	68.00	58.00
199	Marshall	86	73	61	53	36	72	79	9.50	69.00	62.00	49.00	69.00	59.00
205	Quarry	88	75	63	54	36	72	80	10.00	70.00	62.00	50.00	70.00	59.00
208	Le Grand	90	77	64	55	37	74	81	10.50	71.00	63.00	51.00	72.60	60.00
211	Orford	92	78	66	56	37	14	82	10.75	72.00	64.00	52.00	74.00	61.00
218	Tama	95	80	68	58	38	76	85	11.00	75.00	65.00	53.00	75.00	62.00
228	Chelsea	98	82	70	59	38	76	87	11.25	77.00	67.00	54.00	77.00	64.00
234	Belle Plaine	100	84	71	61	38	76	89	11.25	79.00	69.00	55.00	79.00	65.00
230	Luzerne	103	86	72	62	38	76	91	11.50	80.00	70.00	56.00	80.00	67.00
244	Blairstown	106	88	72	63	38	76	93	11.50	81.00	71.00	57.00	81.00	69.00
253	Norway	109	90	73	63	38	76	95	11.75	83.00	73.00	58.00	83.00	71.00
260	Fairfax	112	93	74	64	38	76	97	11.75	84.00	74.00	59.00	84.00	73.00
268	Cedar Rapids	115	95	75	65	40	80	100	12.00	85.00	75.00	60.00	85.00	75.00
278	Bertram	117	96	76	66	40	80	100	12.00	86.00	76.00	62.00	86.00	76.00
285	Mt. Vernon	118	97	77	67	40	80	100	12.00	86.00	78.00	62.00	87.00	77.00
286	Lisbon	119	98	78	68	40	80	100	12.00	88.00	78.00	64.00	88.00	78.00
293	Mechanicsville	120	100	80	70	40	80	100	12.00	90.00	80.00	66.00	90.00	85.00
298	Stanwood	120	100	80	70	40	80	100	12.00	90.00	80.00	66.00	90.00	85.00
303	Clarence	120	100	80	70	40	80	100	12.00	90.00	80.00	66.00	90.00	85.00
310	Loudon	120	100	80	70	40	80	100	12.00	90.00	80.00	66.00	90.00	85.00
315	Wheatland	120	100	80	70	40	80	100	12.00	90.00	80.00	66.00	90.00	85.00
319	Calamus	120	100	80	70	40	80	100	12.00	90.00	80.00	66.00	90.00	85.00
325	Grand Mound	120	100	80	70	40	80	100	12.00	90.00	80.00	66.00	90.00	85.00
331	De Witt	120	100	80	70	40	80	100	12.00	90.00	80.00	66.00	90.00	85.00
337	Malone	120	100	80	70	40	80	100	12.00	90.00	80.00	66.00	90.00	85.00
339	Low Moor	120	100	80	70	40	80	100	12.00	90.00	80.00	66.00	90.00	85.00
345	Camanche	120	100	80	70	40	80	100	12.00	90.00	80.00	66.00	90.00	85.00
351	Clinton	120	100	80	70	40	80	100	12.00	90.00	80.00	66.00	90.00	85.00

*Coal, brick, pig and scrap iron, stone, bark, hay, staves and heading, wooden-ware, wagon stuff, (in rough,) sand, ice, hoop-poles, stave-bolts, shingle-bolts, and mill stuffs.

114 *Chicago & Northwestern Railway, Iowa division.—Coal tariff.*

The following rates will be used in billing coal in quantities of 10 tons from points named.

TABLE NO. 3.

To—	From Boone, per car, 10 tons.	From Moingona, per car, 10 tons.
Ontario	7 00	10 00
Ames	8 00	13 00
Nevada	10 00	15 00
Colo	12 00	17 00
State Center	14 00	19 00
Lamoille	15 50	20 00
Marshall	17 50	22 00
Quarry	18 50	23 00
Le Grand	19 00	24 00
Orford	20 00	25 00
Tama	22 00	27 00
Chelsea	24 00	29 00
Belle Plaine	26 00	31 00
Luzerne	28 00	33 00
Blairstown	30 00	35 00
Norway	32 00	37 00
Fairfax	33 00	38 00
Cedar Rapids	33 00	38 00
Bertram	36 00	41 00
M't Vernon	38 00	43 00
Lisbon	39 00	44 00
Mechanicsville	39 90	44 00
Stanwood	40 00	45 00
Clarence	40 00	45 00
London	40 00	45 00
Wheatland	40 00	45 00
Calamus	40 00	45 00
Grand Mound	40 00	45 00
De Witt	40 00	45 00
Malone	40 00	45 00
Low Moor	40 00	45 00
Camanche	40 00	45 00
Clinton	40 00	45 00
Ogden	10 00	7 00
Beaver	12 00	9 00
Hager	14 00	12 00
New Jefferson	18 00	15 00
Scranton	19 00	16 00
Glidden	22 00	19 00
Carroll	24 00	21 00
East Side	26 00	23 00
Tip Top	28 00	25 00
West Side	30 00	27 00
Vail	32 00	29 00
Denison	33 00	30 00
Crawford	34 00	31 00
Dunlap	34 00	31 00
Logan	35 00	32 00
Woodbine	36 00	33 00
Missouri Valley Junction	38 00	35 00
Honey Creek	40 00	37 00
Crescent	40 00	38 00
Council Bluffs	40 00	38 00
Missouri River	40 00	38 00

115 *Chicago & Northwestern Railway, Iowa division.—Distance tariff for ascertaining rates between local stations.*

When a rate is required for any distance under 100 miles, and the exact distance is not shown, use the rate for the next nearest distance. If a rate is required for any distance over 100 miles, and the exact distance is not shown, observe the following rule, viz: If rate is required for 124 miles, use the rate for 120 miles; if for 125, or any fraction of ten over 125 miles, use the rate for 130 miles.

TABLE NO. 4.

Miles.	First class.	Second class.	Third class.	Fourth class.	Grain in bulk, in car-loads, per 100 lbs.	Flour and corn meal, in car-loads, per bbl.	Salt, lime, cement, stucco, water lime, and plaster, in lots of 24 bbls. or over, per bbl.	Soft lumber, in car-loads, 5,000 feet or over, per M.	Horses, per car.	Cattle and hogs, per car.	Sheep, per car.	Wagons, agricultural implements, machinery, household goods, furniture, and sash, doors, and blinds, per car.	Special articles enumerated below, in car loads of ten tons, per car.*
5	10	8	7	6	4	10	10	1.50	11.00	8.00	8.00	10.00	7.00
10	15	12	10	8	5	12	15	1.75	13.00	11.00	9.00	13.00	7.50
15	20	16	13	10	5	14	19	2.00	15.00	13.00	11.00	15.00	8.00
20	23	19	16	12	6	16	23	2.25	17.00	15.00	13.00	17.00	10.00
25	26	22	18	14	7	18	27	2.50	19.00	16.00	14.00	19.00	12.00
30	29	26	20	16	8	20	31	3.00	21.00	17.00	15.00	21.00	14.00
35	32	28	22	18	9	22	34	3.25	23.00	19.00	17.00	23.00	16.00
40	35	30	24	20	11	24	37	3.50	25.00	21.00	18.00	25.00	18.00
45	38	32	26	22	13	26	40	3.75	27.00	23.00	19.00	27.00	19.00
50	40	33	28	23	14	28	42	4.00	28.00	24.00	20.00	29.00	20.00
55	43	36	30	25	15	30	44	4.25	30.00	26.00	21.00	31.00	22.00
60	46	39	32	27	17	34	46	4.50	32.00	28.00	22.00	33.00	24.00
65	48	41	34	28	18	36	48	4.70	34.00	29.00	23.00	35.00	26.00
70	50	43	36	29	19	38	49	4.90	36.00	30.00	24.00	36.00	27.00
75	52	45	37	30	20	40	50	5.00	37.00	31.00	25.00	37.00	28.00
80	54	47	39	32	21	42	52	5.25	39.00	33.00	26.00	39.00	30.00
85	56	49	40	34	22	44	54	5.50	41.00	34.50	27.00	41.00	32.00
90	58	50	41	35	23	46	56	5.70	43.00	36.00	28.00	43.00	34.00
95	60	51	42	36	24	48	58	5.85	45.00	38.00	29.00	45.00	35.00
100	62	52	43	37	25	50	60	6.00	47.00	40.00	30.00	47.00	36.00
110	65	55	45	39	27	54	62	6.25	50.00	43.00	33.00	50.00	39.00
120	68	58	48	41	29	58	64	6.50	53.00	46.00	36.00	53.00	42.00
130	71	61	51	43	30	60	66	7.00	56.00	49.00	39.00	56.00	45.00
140	73	63	53	45	31	62	68	7.50	58.00	52.00	42.00	58.00	48.00
150	75	65	55	47	32	64	70	7.75	60.00	54.00	44.00	60.00	50.00
160	77	67	57	49	33	66	72	8.00	62.00	56.00	46.00	62.00	52.00
170	79	69	59	50	34	68	74	8.50	64.00	58.00	47.00	64.00	54.00
180	81	71	60	51	35	70	76	9.00	66.00	60.00	48.00	66.00	56.00
190	83	73	61	52	35	70	78	9.25	68.00	61.00	49.00	68.00	58.00
200	85	73	62	53	36	72	80	9.50	70.00	62.00	50.00	70.00	60.00
210	88	76	65	55	37	74	82	9.75	72.00	64.00	52.00	72.00	62.00
220	91	79	68	57	38	76	84	10.00	74.00	66.00	54.00	74.00	64.00
230	94	81	71	59	39	78	86	10.50	76.00	68.00	56.00	76.00	66.00
240	97	83	73	61	39	78	88	10.75	78.00	70.00	57.00	78.00	68.00
250	100	85	75	63	40	80	90	11.00	80.00	72.00	58.00	80.00	70.00
260	103	87	76	65	41	82	92	11.25	82.00	74.00	60.00	82.00	72.00
270	106	89	77	67	42	84	94	11.50	84.00	76.00	61.00	84.00	74.00
280	109	91	78	68	43	86	96	11.75	86.00	78.00	62.00	86.00	76.00
290	112	93	79	69	44	88	98	12.00	88.00	79.00	63.00	88.00	78.00
300	115	95	80	70	45	90	100	12.50	90.00	80.00	64.00	90.00	80.00
310	118	98	82	72	45	90	102	12.80	92.00	82.00	66.00	92.00	82.00
320	121	101	84	74	45	90	104	13.20	94.00	84.00	68.00	94.00	84.00
330	124	104	86	76	45	90	106	13.50	96.00	86.00	70.00	96.00	86.00
340	127	107	88	78	45	90	108	13.80	98.00	88.00	72.00	98.00	88.00
350	130	110	90	80	45	90	110	14.00	100.00	90.00	72.00	100.00	90.00

*Coal, brick, pig and scrap iron, stone, bark, hay, staves and heading, wooden-ware, wagon stuff, (in rough) and, ice, hoop-poles, stave-bolts, shingle-bolts, and mill stuffs.

Distances.	Between Chicago and—	First class.	Second class.	Third class.	Fourth class.	Grain in bulk (except corn & oats) per 100 lbs.	Corn and oats, per 100 lbs.	Flour & corn-meal in lots of 100 bbls. or over, per bbl.	Salt, lime, stucco, cement, water-lime, & plaster, in lots of 24 bbls., or more, per bbl.	Soft lumber, in car-loads, 5,000 feet or over, per M.	Horses, per car.	Cattle & hogs, per car.	Sheep, per car.	Wagons, agricultural implements, machinery, household goods, furniture, and sash, doors, & blinds, per car.	Special articles, enumerated below, in car loads, ten tons, per car.†
138	Clinton	67	60	55	47	30	25	60	60	5.75	62.00	54.00	44.00	60.00	50.00
143	Camanche	69	62	56	48	30	25	60	60	6.00	64.00	55.00	45.00	60.00	51.00
148	Low Moor	70	63	56	48	30	25	60	62	6.25	66.00	56.00	46.00	60.00	52.00
152	Malone	71	64	57	48	30	25	60	62	6.50	66.00	57.00	46.00	60.00	53.00
157	De Witt	72	64	57	48	30	25	60	65	6.75	68.00	58.00	47.00	60.00	54.00
163	Grand Mound	74	66	58	49	30	25	60	68	7.00	69.00	59.00	47.00	60.00	55.00
169	Calamus	75	67	58	49	30	25	60	70	7.25	70.00	60.00	47.00	60.00	56.00
173	Wheatland	76	67	59	49	30	25	60	70	7.50	70.00	60.00	47.00	62.00	57.00
178	Loudon	78	68	59	49	30	25	60	70	7.60	70.00	60.00	48.00	64.00	58.00
185	Clarence	80	70	60	50	31	26	62	70	7.75	70.00	60.00	48.00	66.00	59.00
190	Stanwood	82	72	61	51	31	26	62	70	8.00	71.00	61.00	50.00	68.00	60.00
195	Mechanicsville	84	73	62	52	32	27	64	70	8.25	72.00	62.00	50.00	68.00	61.00
202	Lisbon	86	75	63	53	33	28	66	75	8.50	73.00	63.00	51.00	70.00	62.00
203	M't Vernon	86	75	63	53	33	28	66	75	8.75	73.00	63.00	51.00	72.00	63.00
210	Bertram	88	77	65	54	34	29	68	80	9.00	74.00	64.00	52.00	74.00	64.00
219	Cedar Rapids	90	80	65	55	34	29	68	85	9.50	75.00	65.00	52.00	76.00	65.00
228	Fairfax	92	81	68	57	35	30	70	90	9.75	77.00	66.00	53.00	78.00	66.00
234	Norway	92	83	70	60	35	30	70	90	10.00	79.00	68.00	54.00	80.00	67.00
244	Blairstown	94	84	72	62	35	30	70	90	10.25	80.00	70.00	56.00	82.00	68.00
249	Luzerne	96	85	73	62	36	31	72	90	10.50	82.00	71.00	57.00	82.00	69.00
254	Belle Plaine	97	86	73	62	37	32	74	90	10.60	82.00	72.00	58.00	84.00	70.00
260	Chelsea	98	87	74	63	38	33	76	92	10.75	83.00	73.00	60.00	84.00	72.00
270	Tama	99	88	75	63	38	33	76	94	11.00	85.00	75.00	62.00	86.00	74.00
277	Orford	100	89	76	63	39	34	78	94	11.25	87.00	75.00	64.00	88.00	76.00
280	Le Grand	101	90	77	63	39	34	78	96	11.30	89.00	75.00	64.00	90.00	76.00
283	Quarry	102	91	77	64	40	35	80	96	11.40	89.00	75.00	64.00	92.00	77.00
289	Marshall	102	92	78	65	40	35	80	98	11.50	90.00	75.00	65.00	92.00	78.00
296	Lamoille	104	93	80	66	40	35	80	100	11.75	90.00	75.00	65.00	94.00	80.00

Distance.	Between Chicago and—	First class.	Second class.	Third class.	Fourth class.	Grain in bulk (except corn & oats) per 100 lbs.	Corn and oats, per 100 lbs.	Flour & corn-meal in lots of 100 bbls. or over, per bbl.	Salt, lime, stucco, cement, water-lime, & plaster, in lots of 24 bbls. or more, per bbl.	Soft lumber, in car-loads, 5,000 feet or over, per M.	Horses, per car.	Cattle & hogs, per car.	Sheep, per car.	Wagons, agricultural implements, machinery, household goods, furniture, and sash, doors, & blinds, per car.	Special articles, enumerated below, in car loads, ten tons, per car.†
303	State Center	106	94	80	67	40	35	80	100	12 00	90 00	75 00	65 00	96 00	81 00
311	Colo	108	95	81	68	40	35	80	102	12 00	90 00	75 60	65 00	96 00	82 70
318	Nevada	110	97	82	68	40	35	80	104	12 95	90 00	76 00	65 00	98 00	82 00
336	Ames	112	99	83	69	40	35	80	106	12 50	92 00	76 00	65 00	100 00	83 00
330	Ontario	113	100	84	70	40	35	80	106	12 50	92 00	76 00	65 00	100 00	84 00
340	Boone	115	100	85	70	40	35	80	110	12 50	94 00	78 00	65 00	102 00	85 00
346	Moingona	118	103	87	71	41	35	82	115	13 10	96 00	78 00	65 00	105 10	86 00
352	Ogden	120	105	89	72	42	35	84	115	13 30	96 00	80 00	66 00	107 00	87 00
357	Beaver	123	107	90	73	42	35	84	115	13 40	100 00	82 00	67 00	108 00	88 00
364	Hager	125	109	92	74	43	35	86	115	13 50	102 00	84 00	68 00	109 00	89 00
370	New Jefferson	127	111	94	75	43	35	86	115	13 50	103 00	85 00	70 00	110 00	90 00
379	Scranton	129	113	95	76	43	35	86	120	13 75	104 00	86 00	71 00	112 00	94 00
388	Glidden	131	115	96	77	43	35	86	120	14 00	105 00	87 00	72 00	114 00	94 00
396	Carroll	132	117	97	78	44	35	88	120	14 00	107 00	88 00	73 00	116 00	96 00
403	East Side	133	118	98	79	44	35	88	120	14 25	108 00	88 00	74 00	118 00	96 00
406	Tip Top	134	119	99	80	45	35	90	125	14 75	110 00	90 00	75 00	120 00	98 00
409	West Side	135	120	100	80	45	35	90	125	14 75	110 00	90 00	76 00	120 00	100 00
415	Vail	135	120	100	80	45	35	90	125	14 75	110 00	92 00	77 00	120 00	100 00
424	Denison	135	120	100	80	45	35	90	130	15 00	110 00	92 00	78 00	120 00	100 00
433	Crawford	135	120	100	80	45	35	90	130	15 00	110 00	92 00	78 00	120 00	100 00
441	Dunlap	135	120	100	80	45	35	90	130	15 00	110 00	92 00	78 00	120 00	100 00
451	Woodbine	135	120	100	80	45	35	90	130	15 00	110 00	92 00	78 00	120 00	100 00
459	Logan	135	120	100	80	45	35	90	130	15 00	110 00	92 00	78 00	120 00	100 00
467	Missouri Valley Junction	135	120	100	80	45	35	90	130	15 00	110 00	94 00	78 00	120 00	100 00
476	Honey Creek	135	120	100	80	45	35	90	130	15 00	110 00	94 00	78 00	120 00	100 00
482	Crescent	135	120	100	80	45	35	90	130	15 00	110 00	94 00	78 00	120 00	100 00
489	Council Bluffs	135	120	100	80	45	35	90	130	.....	110 00	94 00	78 00	120 00	100 00
492	Missouri River	135	120	100	80	45	35	90	130	.....	110 00	94 00	78 00	120 00	100 00
493	Omaha	135	120	100	80	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

For classification of freight see back of this tariff.

It will be observed that several articles mentioned in the classification are taken at lower rates when shipped in "car-loads," and in order to avoid misunderstanding, the "car-load" will be construed to mean 16,000 lbs. or over, except for such freight as is taken at the rate of "special articles," when the car-load will mean 20,000 lbs.

SPECIAL CONDITIONS.

1. All freight received to be shipped by rates given above, will be for warded only subject to rules and conditions of local tariff.

2. Grain in bulk will be transported at the above rates, but must be loaded by shipper, and unloaded at the elevators in Chicago, and at owner's risk of shortage, except such as may arise from collisions and similar accidents. Shippers are required to load their cars properly, and as nearly as possible with the maximum load, (10 tons,) as the company will charge freight on 18,000 lbs., even though a car contains less, and will charge 10 cents per 100 lbs. above tariff rates on all over 21,500 that may be loaded in any car. The company will not receive grain in bulk for transportation if consigned to any particular elevator in Chicago. Grain of all kinds, in bags, between points named and Chicago, will be charged 1 cent per 100 lbs. more than when in bulk.

3. Wheat in car-loads may be stopped and floured in trans it at two cents per 100 lbs. over the regular rate to Chicago on wheat, from place of shipment. Wheat to be billed to, and freight paid at, the station where it is to be floured, and the flour, (same weight as wheat, reckoning 220 lbs. per b'r'l,) to be billed from milling-stations to Chicago free.

4. Shingles one-tenth, and lath one-sixth, the rate of lumber per thousand. Lumber, shingles, and lath, going from Chicago, will be charged as per table of special rates.

All lumber transported by this company must be loaded and unloaded by the owner, or at his expense. All cars of lumber must be unloaded by the owner or consignee within ten working-hours after their arrival at destination, or a charge of five dollars per day will be made for each day a car is occupied after the expiration of that time. The company reserves the right, however, to unload all lumber themselves immediately on arrival at destination, charging for same at the rate of one dollar per car—and agents are instructed to do so at all times when cars are needed for other freight. The amount so collected must be entered upon the way-bills and in the accounts. Lumber loaded by the company in Chicago will at all times be charged for at the rate of two dollars per car.

5. †Coal, brick, pig and scrap iron, shingle-bolts, stave-bolts, iron ore, stone, bark, hay, staves and heading, mill stuffs, wooden-ware, wagon stuff, (in rough,) sand, ice, hoops and hoop-poles, when shipped in lots of ten tons or more, to or from Chicago, will be carried at the rates named in table for special articles.

6. It is expressly understood that all shipments of live stock charged at above rates are only made subject to terms expressed upon the usual live-stock contract, and to the general conditions of the local freight tariff issued by this company.

7. Agents must use great care to secure the doors of cars containing stock, and, as a better precaution against escapes, will, when necessary, nail strong boards across the inside of the door-way, to a proper heigth, (two-thirds the length of the door,) and sufficiently close together to surely prevent the stock from getting over or through them. The grain-

doors of cars should never be nailed, but must be raised and fastened back on inside, when live stock is to be loaded.

8. The new cars of this company must not be loaded with live stock of any kind, unless special permission is previously given to do so.

9. A cattle contract must be executed with all shippers of stock before their consignments are forwarded.

GEO. L. DUNLAP,
Gen'l Superintendent.
JNO. C. GAULT,
Ass't Gen'l Sup't & Gen'l Freight Agent.

18 CLASSIFICATION.

The attention of eastern agents and shippers is called to the important alterations that have been made in the general classification of this road.

EXPLANATION.

The number of the class is given opposite each article. 1, 2, 3, 4, stand for first, second, third, and fourth classes, respectively; 1½ for once and a half first class, and D. 1 for double first-class S. R. refers to tables of special rates and articles.

Articles not enumerated will be classed with analagous articles.

A.

Acids, owners' risk of leakage and breakage, and Co.'s convenience	D. 1
25 carboys or over	1
Agricultural implements, owner's risk:	
In car-loads	S. R.
Less than car-loads, as follows:	
Reapers, mowers, harvesting machines, threshers, plows, seed-drills, and feed-cutters	1
Plows, knocked down and boxed	2
Corn-planters, cultivators, and shovel-plows	1½
Knocked down	1
Fanning-mills, horse-rakes and similar light and bulky machines	D. 1
Knocked down	1
Grain-cradles, owners' risk, one, 30 cts.; two or more, 20 cts. each, any distance.	
Alcohol, owner's risk of leakage	1
Ten bbls. or more	2
Ale, owner's risk of leakage:	
Less than 20 bbls	3
20 bbls. or over	4
Ale, in glass, packed, owner's risk of breakage and leakage	1
Alum	3
Anchors	4
Antimony, crude	1
Anvils	3
Apples, dried	2
Do. do. 50 bbls. and over	4
Do. green, owner's risk, 50 bbls. or more	4
Do. do. less than 50 bbls	3
Ashes, pot and pearl	4
Asphaltum	4
Axes	3
Axle-grease	3
50 cases or over	4
Axles, iron	3

B.

Bacon, loose	2
Do. in car-load	3
Do. packed	4
Bagging	2
Bags, in bales	2
Bags used in transporting grain will be returned free of charge on freight trains, if properly marked and directed; but the company will not be responsible for any loss occasioned in transporting or delivering such bags. If receipts are demanded	1
Baking-powders	2
Band-boxes	D. 1
Barilla	3
Bark-mills	2
Bark, tanners'	3
Do. in car-loads	S. R.
Barrels, empty:	
Tierces, 100 lbs	1
Pork, beef, liquor, & oil bbls., 70 lbs. each	1
Beer bbls., 70 lbs. each	2
Half do. 40 lbs. each	2
Q'r do. 25 lbs. each	2
Flour-barrels, 20 lbs. each	1
Barytes	4
Bath-brick	4
Belting, rubber	1
Belting, leather	1
Barley, pearl	3
Baskets	D. 1
Bath-tubs	D. 1
Batting	D. 1
Beans, dry	3
Do. in car-load	4
Do. green, prepaid	1
Bed-cord, in bundles	1
Bedsteads, rough, owner's risk	2
Beef, packed	4
Bee-hives	D. 1
Beer, same as ale.	
Bees-wax	1
Bells	2
Bellows	1

Berries, except cranberries, owner's risk, prepaid	1
Billiard tables, boxed, owner's risk	1
Binders' boards	2
Bird-cages, boxed	D. 1
Black lead, in barrels or boxes	3
Bleaching-salts	4
Blue vitriol	2
Blinds	1
Do. in car-loads	S. R.
Boiler-flues	2
Boilers, loaded and unloaded by owner:	
30 feet long or over	1½
Under 30 feet long	1
Boiler-felting	2
Bones	3
Bonnets, boxed	D. 1
Books	1
Boots and shoes, boxed and strapped	1
Do. not strapped	1½
Do. in trunks	D. 1
Borax	2
Bottles, owner's risk	1
Boxes, empty	1
Bran, (see Mill-stuffs.)	
Brass vessels	1
Brass castings	2
Bread	1
Do. in car-load	3
Brick, common	4
Do. 20,000 lbs. or over	S. R.
Brimstone, in boxes or kegs	2
Do. in bbls. or hhds	4
Broom-corn, released, loose, or in b'dles	D 1
Do. pressed, in bales	1
Do. do. 14,000 lbs. and over	1
Brooms, in bales or b'dles	4
Brushes	1
Buffalo robes	D. 1
Burlaps	1½
Burning-fluid, owner's risk of leakage	2
Burning-fluid, company's risk, three times 1st class.	1
Burr blocks	4
Butter, owner's risk, in crocks	D. 1
Do. in kegs or boxes	1
Do. do. in car-loads	3
Bitters, owner's risk of breakage and leakage.	
In glass, boxed	1
100 boxes or over	2

C.

Cabinet organs, owner's risk	1
Cabinet-ware, (see Furniture.)	
Cable-chain	4
Caloric engines	1
Camphene, in wood, owner's risk of leakage	1
Camphene, in wood, company's risk, three times first class.	
Candles	2
Canvas	1
Cannon	2
Caps, in boxes, strapped	1
Do. in boxes, not strapped	1½
Do. in trunks	D. 1
Capstans	2
Carboys and contents, owner's risk	D. 1
Carboys, (returned,) empty	1
Cards	1
Carpets and carpeting	1
Carpenters' tools	1
Carriages and sleighs, not boxed, at owners' risk of chafing, fire, and weather, at estimated weights, viz:	
Stage-coach, omnibus, or very large wagon or sleigh, 4,000 lbs.	1
Two-horse carriage, hack, or sleigh, or carriage with standing top, 3,000 lbs	1
Buggy, gig, chaise, one-horse carriage, or sleigh, 1,500 lbs	1
Sulky, light trotting-buggy, very light cutter, or common bob-sled, 750 lbs	1
Carriages, well boxed, owner's risk, twice first class.	
Carriage-springs	2
Car-springs, rubber	2
Do. do. volute, boxed	4
Cars hauled in trains, passenger cars, 15 cents; box cars, 10 cts.; flat cars, 8 cts. per mile.	
Car-wheels and axles	4
Carts, in pieces	1
Casks, large, empty	D. 1
Cassia	1
Cast-iron grain-mills	2
Cauldron-kettles	1
Cement, less than 24 bbls	4
Do. 24 bbls. or more	S. R.
Chain, in casks	4
Do. loose	2
Chairs, loose or in b'dl's	D. 1
Chair-stuff, in rough	2
Chalk	4
Charcoal and coke	1
Do. in car-loads same as coal per car.	
Cheese, in boxes or casks	1
Do. 50 p'k'g's or over	2
Do. loose, owner's risk	D. 1
Chiccory	3
Chicken-coops, empty, prepaid	D. 1
China-ware, owner's risk	1
Do. in casks	2
Chocolate	2
Cider, owner's risk of leakage	3
Do. in car-loads	4
Cigars, box'd and strapped	D. 1
Clay	4
Clocks and weights	1
Clover-seed	2
Coal, 20,000 lbs. or over	S. R.
Do. less than 20,000 lbs	4
Coal-tar, in car-loads	4
Do. less than car-load	3
Coal-oil, in wood, owner's risk of leakage	1
Coal-oil, in wood, company's risk, three times 1st class.	
Coal-oil, 50 bbls. or more, owner's risk of leakage	4
50 bbls. or over, company's risk of leakage	1
Cob-mills	2
Cocoa	2
Cocoa matting	2

Codfish, in casks or boxes	3
Do. 5,000 lbs. or over	4
Coffee, ground	2
Do. in sacks	3
Do. 50 sacks or over	4
Coffins, metallic or wood	1
Collars, horse	1
Composition for roofing	4
Concentrated lye	2
Condensed milk, coffee, and meats	1
Do. 100 boxes or more	2
Confectionery, owner's risk:	
Less than 500 lbs	D. 1
500 lbs. or over	1
Copper vessels	1
Copperas	4
Copper bottoms	2
Copper, plates, sheets, bolts, pig, wire, nails, and rods	2
Copying-presses	1
Cordage, in bundles	1
Corks	1
Corn meal, (see Flour.)	
Corn-shellers	1
Cotton waste	2
Cotton, in bales	1
Covers	1
Crackers, in bbls. or boxes	1
Do. 10 barrels or over	2
Do. 50 barrels	3
Do. car-loads	4
Cranberries	2
Cream tartar	2
Crockery, owner's risk:	
In barrels or boxes	2
In crates or hhds	4
Crowbars	3
Crucibles	1
Cutlery	1
Clothes-pins	2

D.

Dates	2
Deer-skins, pressed, in bales	1
Do. in bundles	D. 1
Demijohns, owners' risk	D. 1
Domestics, sheetings, shirting, ticking, and denims, in original bales.	1
Doors	2
In cars loads	S. R.
Drag-teeth, in brls. or boxes	4
Druggists' stock	1
Drugs and medicines	1
Dry goods, in boxes and bales	1
Do. in trunks	D. 1
Duck	1
Dye-stuffs, not otherwise specified	2

E.

Earthen and stone-ware, owners' risk:	
In crates or hhds	4
Loose, at owner's risk	1
In car-loads, wagon-rates.	
Earth-paints	4
Eggs, packed, owner's risk	1
Emery	2
Engines, steam, if set up, to be loaded and unloaded by owner	1½

F.

Feathers, in bags	D. 1
Felt, for roofing	2
5 tons, or over	4
Figs, in boxes or casks	2
Do in drums	1
Fire-arms	1
Fire-brick	4
Fire-crackers, fire-works	D. 1
Fish, dried, pickled, or salted.	3
Do. 5,000 lbs. or over	4
Do. fresh, prepaid	1
Flax, same as tow.	
Flax-seed, 18,000 lbs. or more	4
Less than 18,000 lbs	3
Flour, 100 bbls. and over	S. R.
Do. in lots of 50 bbls. and less than 100 bbls., 20 per cent. will be added to special rates.	
Do. less than 50 bbls	4
Flour, in sacks, owner's risk of wet and waste, 2,000 lbs. and over	3
Do. less than 2,000 lbs	2
Do. 20,000 lbs. or over, at owner's risk of wet and waste, rated same as bbls.	
Forks, hay and manure	2
Fowls, live	D. 1
Fruits, dried	2
Fruits, canned	1
Do. 100 boxes or more	2
Do. green, owner's risk, prepaid	1
Furniture, owner's risk:	
In car-loads	S. R.
Set up, released	D. 1
Knocked down or unfinished	1
Set up and boxed	D. 1
Furs	D. 1

G.

Galvanized-iron cornice, &c	D. 1
Game, owner's risk, prep'd	1
Garden seeds	1
Garden roots, (see Potatoes.)	
Gas fixtures, boxed	1
Ginseng	1
Glassware, owner's risk	1
Glass, plate, owner's risk of breakage Over 8 feet long, special agreement.	D. 1
Glue	2
Grain, in lots of 18,000 lbs. and over, owner's risk of short weight	S. R.
Grain, in lots of less than 18,000 lbs	4
Receipts not given for grain in bulk, or for any number of sacks, except more or less. The company will not be responsible for discrepancy in number of sacks thus shipped. Consignors not wishing grain to go to elevator must ship in sacks. All grain must be loaded by shipper.	
Grain-cradles, (see Agricultural implements.)	
Grapes, in kegs or boxes, owner's risk, prepaid	1
Grass-seed	2
Do. except clover, 18,000 lbs. or more	4

Grease, same as lard.
Grindstones, owner's risk 4
Do. company's risk 1
Gum copal 2
Gum shellac, original pkgs 2
Gunny-bags, in bales 4

H.

Hair, in sacks 1
Hair, pressed, in bales or brls 2
14,000 lbs. or over 4
Hams and shoulders, loose 2
Do. do. in car-loads 3
Do. do. packed 4
Harness 1
Hardware, not otherwise specified ... 2
Hats, in boxes, strapped 1
Do. not strapped 1½
Do. in trunks ..... D. 1
Hay-presses, knocked down 1
Do. set up, wagon-rates.
Hay, pressed, in car-loads, 110 owner's risk of fire, loaded and unloaded by owner .... S. R.
Do. less than car-loads 4
Hemp-machines 2
Hemp, owner's risk of fire 1
Herring, in boxes or kegs 2
Hides, dry 1½
Do. green, car-load 4
Do. do. less than car-load 2
High wines:
5 bbls. or more 2
Less than 5 bbls 1
In car-loads 4
Hobby-horses ..... D. 1
Do. knocked down and boxed 1
Hoes 2
Hogs, dressed, owner's risk of weather and delay of trains 2
Do. In car loads 3
Hollow ware, owner's risk 1
Hominy 2
Honey 1
Hoops and hoop-poles: car-load not to exceed 10 tons ..... S. R.
Do. do. Less than 20,000 lbs. 4
Hoofs and horns 2
Hops 2
Horse-shoes 4
Household goods, not furniture, well boxed 1
Household goods, in car-loads, wagon-rates.

I.

Ice, prepaid 1
Do. car-loads ..... S. R
India-rubber goods, not otherwise specified 1
Indigo 1
Ink, in glass or stone 1
Do. printing or other, in wood 2
Iron bar, band or boiler 4
Iron bolts and washers 4
Iron castings, in boxes or casks 2
Iron castings, not otherwise specified; light and loose. 1
Do. heavy and plain 4
Iron facings 3
Iron, hoop or sheet, owner's risk of rust 1
Iron nuts and rivets 4
Iron-ore 4
Do. 20,000 lbs. or over ..... S. R.
Iron, pig, do. do. do. ..... S. R.
Do. less than 20,000 lbs. 4
Iron pipe gas and water 3
Iron railing 2
Iron roofing, in boxes 3
Iron safes 2
Iron, scrap, 20,000 lbs. and over ..... S. R.
Do. in bbls. or boxes less than 20,000 lbs 4
Iron shutters 3
Iron water-wheels 2
Ivory 1

J.

Japanned ware 1
Junk and jute 3

K.

Kerosene, (see coal-oil.)

L.

Lampblack 2
Lanterns 1
Lard in crocks 1
Do. in kegs or bbls 2
Do. in car-loads 4
Lasts 2
Lath ..... S. R.
Lead, pig 4
Do. in bar, pipe or sheet 1
Do. do. in casks 3
Leather, loose 1
Do. except loose 2
Lemons and oranges, owner's risk of damage and wastage 1
Licorice 2
Lightning-rods, in bundles 2
Lime, in bulk. Car-lots. Cattle-rate for same distance.
Lime, 24 bbls. or more ..... S. R.
Do less than 24 bbls 4
Liquors or liquids, in glass, owner's risk of leakage and breakage 1
Liquors, in wood, owner's risk of leakage 1
Liquids, in cans or jugs:
Packed in kegs or boxes 1
Not packed in kegs or boxes, not taken.
Live stock, shipped by contract, under which the company assumes no responsibility for loss, damage, or delay to the stock, in car-loads ..... S. R.
Less than car-load: one horse, 2,000 lbs.; two horses, 3,500 lbs.; three horses, 5,000 lbs.; each additional horse, 1,000 lbs 1

Colts under 2 years old, 1,000 lbs. each 1
Stallions, 4,000 lbs 1
Horned animals, 2,000 lbs. each 2
Calves and sheep, less than car-load, 200 lbs. each, (but not in any instance less than 75 cents each ... 1½
Hogs, less than car load, actual weight 1½

The line will not assume any liability over one hundred dollars on horses and valuable live stock, except by special agreement.

Agents are not allowed to receive and ship such valuable horse or other animal until a proper contract or release is signed by the owner or shipper thereof.

At the above rates the owner is to feed, water, and take care of his stock at his own expense and risk, and is to assume all risk of injury or damage that the animals may do to themselves or to each other, or which may arise from delay of trains.

Stock will only be taken by the car load, at the price fixed under the table of "Special Rates," when a contract is executed by the station-agent and shipper, to be loaded and unloaded, watered, and fed by the owner, and at his risk in all respects, except as specified in form of contract or receipt in hands of agents.

Two or three cars of stock will entitle the owner, or driver, to pass on the train with the stock, to take care of it. Four cars and upwards, one owner, two men in charge, to pass on stock-train, which is the maximum number that will be passed on any train from one consignor or party. All persons thus passed are at their own risk of personal injury from any cause whatever.

The agent at the station where the stock is loaded will give no passes, but must enter on the back of the contract the name or names of the persons who are actually entitled to pass free with the stock, which is the authority for the conductor to pass them.

Agents will refuse to enter any name on contract but those of owner or employees in charge, without regard to passes required by number of cars.

Agents of this company are not authorized to agree to forward live stock, to be delivered at any specified time.

Locomotive-engines and tenders, hauled in train, 35 cents per mile.

Locomotive tire 4
Looking-glasses, boxed, owner's risk of breakage ..... D. 1
Lounges, owner's risk ..... D. 1
Lumber, common, 5,000 feet and over, S. R.
Lumber, hard, 25 per cent. more than common. Square and round timber, not more than 25 feet long, same per M as common lumber. Over 25 feet long, 25 per cent. added. Siding, not over half inch, rated at one-half the price of common lumber. From half-inch to inch, rated as one inch. No deduction made on account of lumber being dressed. 6 M lath and 10 M shingles rated as one M common lumber. Cedar posts, per cord of 128 cubic feet, same as one M common lumber. Other posts, same as one M hard lumber. Saw-logs, same as hard lumber, owner to load.
Lumber, either hard or common, less than 1,000 feet 3
1,000 feet and less than 5,000 feet, 25 per cent. more than S. R.

M.

Machinery, not otherwise specified, owner's risk, in car-loads .. S. R.
Do. in frame 1½
Do. not set up 1
Do. less than car-load, boxed .. 2
Madder 2
Malt 4
Manilla 3
Marble, owner's risk.
In blocks & slabs, rough 3
Do. car-loads 4
Lettered, prepaid 1
Wrought, owner's risk 1
Matches, owner's risk 1
Mats and rugs 1
Mattresses ..... D. 1
Measures and tubs 1
Meat, fresh, prepaid 1
Medicines 1
Melodeons, boxed, owner's risk 1
Melons, prepaid, owner's risk 1
Metallic coffins 1
Millstones, owner's risk of breakage .. 3
Mill-stuffs, car loads ..... S. R.
Do. in bags, less than car-load 4
Mineral-water 1
Molasses, owner's risk of leakage 3
20 bbls., or over 4
Moss, in sacks 1
Pressed, in bales 2
Mouldings, common building 1
Musical instruments, not otherwise specified, owner's risk ..... D. 1
Mustard 2

N.

Nails and tacks, in boxes 3
Nails, spikes, and staples, in kegs 4
Do. in bags 2
Nail-rods 4
Nuts, in boxes or casks 2
Do. in sacks, owner's risk 1

O.

Oakum, in bales 2
Oil-cake 4
Oil-cloth 2
Oil, lard, whale and linseed, in wood, owner's risk of leakage 3
Oil, lard, whale and linseed, in wood, company's risk 1½
Oil, in glass, owner's risk of breakage 1
Oranges, and lemons, owner's risk of damage and wastage 1
Osage-orage plants, prepaid 1
Oysters, and clams .....

P.

Paintings, and pictures, owner's risk.. D. 1
Paints, in boxes and cans, not otherwise specified..... 2
Paints, white lead or zinc, dry or in oil, in cans, boxed..... 4
Do. not boxed..... 1
Do. in kegs or bbls..... 4
Palm-leaves, in bales..... 1
Paper-hangings, in boxes..... 2
Do not boxed..... 1
Paper, in boxes..... 1
Do. printing and wrapping..... 2
Do. do. in car-loads..... 4
Pasteboard..... 2
Peaches, dried..... 2
Do. in car-load..... 4
Do. green, owner's risk, prepaid. 1
Peas, in casks, dried..... 3
Do. green..... 1
Pianos, owner's risk, actual weight.. 1
Pickles, in casks..... 3
Do. in glass. boxed, at owner's risk 1
Do. do. 100 boxes or over.... 2
Picture-frames, and mouldings..... D. 1
Pine-apples, owner's risk..... 1
Pipes..... 2
Pitch, and asphaltum..... 4
Plaster. 24 bbls. or over..... S. R.
Less than 24 bbls..... 4
Plaster, stucco, 24 bbls. or over..... S. R.
Less than 24 bbls..... 4
Plaster-of-Paris ornaments..... D. 1
Plate-glass, owner's risk of breakage. D. 1
Over 8 feet long, special agreement.
Plow-steel..... 2
Plows, (see Agricultural implements.)
Pork, packed..... 4
Porter and ale, in glass, packed, owner's risk..... 1
Posts, fence, (see Lumber.)
Potatoes, in sacks or barrels..... 4
Potatoes, or garden-roots, in car-loads, 1 cent per 100 lbs. more than wheat for same distance.
Potatoes, sweet..... 1
Poultry, dressed, owner's risk, prepaid 1
Do. live..... D. 1
Powder, in Co.'s powder-car, or in fire-proof magazines, at company's convenience, magazine returned free..... D. 1
Do. in car-loads..... 1
Preserves, in glass or cans, boxed, owner's risk..... 1
Do. 100 boxes or more..... 2
Printing-presses..... 1
Prunes, in casks or boxes..... 2
Pumice-stones..... 3
Pumps..... 1
Do. in car-loads, wagon-rates.
Pump-tubing, wood..... 2
Do. in car-loads, wagon-rates.
Putty..... 3

Q.

Quicksilver, in iron flasks..... 1

R.

Rags, owner's risk of fire, in sacks.... 1
Do. pressed in bales..... 3
Do. in car-loads..... 4
Railroad chairs and spikes..... 4
Railroad-iron..... S. R.
Raisins, owner's risk, not strapped... 1
Do. strapped..... 2
Rakes..... 1
Rattan..... 1
Refrigerators..... 1
Resin..... 4
Rice, in bags, owner's risk..... 1
Do. in tierces and bbls..... 4
Rigging and rope..... 4
Roofing-paper, same as felt.
Rope..... 4
Rubber car-springs..... 2
Rubber packing, hose, and belting.... 1
Rugs and mats..... 1

S.

Saddlery hardware..... 2
Saddles..... 1
Sad-irons, boxed..... 4
Safes, milk, meat, or bread..... D. 1
Saleratus..... 4
Salt, in sacks or bbls..... 4
Do. 24 bbls. or over..... S. R.
Salt-petre..... 4
Sand, in car-loads, same as brick.
Do. less than 20,000 lbs..... 4
Sand-paper..... 1
Sardines..... 2
Sash, window..... 1
in car-loads..... S. R.
glazed, owner's risk of breakage 1
Saw-logs, (see Lumber.)
Scales and scale-beams, boxed..... 2
Scales and scale-beams, not boxed.... 1
School-slates, boxed..... 2
Scythes..... 2
Scythe-snaths..... 1
Scythe-stones..... 3
Seed-drills, (see Agricultural implements.)
Seeds, not otherwise specified..... 2
Sewing-machines, boxed..... D. 1
Do. knocked down and boxed 1
Do. not boxed, not taken.
Sheep-pelts, dry..... 1
Sheep-pelts, green..... 2
Shingle and stave bolts, less than 20,000 lbs..... 4
in car-loads..... S. R.
Shingles..... S. R.
Shingle-machines..... 1
Shoe-blacking..... 2
Shoe-findings..... 1
Shoe-pegs..... 1
Shorts, (see Mill-stuffs.)
Shovels..... 2
Shot, in kegs or boxes..... 4
Shot, in bags, owner's risk..... D. 1
Show-cases, owner's risk..... D. 1
Sieves..... 1
Sizing..... 1
Skins, not otherwise specified, in bales 1

Slate, roofing 4
Sleighs, boxed, owner's risk, three times first class.
Not boxed, (see Carriages.)
Sleigh-shoes 2
Smut-machines 1
Snuff 1
Soap, common 4
Soap, fancy 2
Soap-stone slabs, boxed 4
" " dust " 4
Soda 4
Soda-ash 4
Sofas and lounges, owner's risk, actual weight ..... D. 1
Solder 2
Sorghum-sugar mills 3
Sorghum-syrup, owner's risk of leakage 3
Spades 2
Spelter 2
Spices 2
Staves and heading 4
in car-loads, not exceeding 10 tons S. R.
Stationery 1
Starch 3
Steam-boilers, (see Boilers.)
Steel 2
Steel-springs, cast 2
Steel plow-wings 2
Straw goods 1
Stone, in blocks, dressed or rough, in car-loads, loaded and unloaded by owner ..... S. R.
less than 20,000 lbs 4
Stone-ware, (see Earthen-ware.)
Stove-pipe 1½
Stove-pipe, released 1
Stove-plate ..... D. 1
Stove-plate, released 1
Stoves ..... D. 1
Do. released 1
Do. in car-loads, released, loaded and unloaded by owner, estimated 10 tons 4
111 Stucco, (see Plaster.)
Sugar, except maple 3
Sugar, in lots of 50 bbls or over 4
Sugar, in bags 2
Sugar, maple 2
Sugar-evaporators ..... D. 1
Sugar-kettles 2
Sumac 3

T.

Tallow 3
Tar 4
Tea 1
Terra-japonica 3
Threshing-machines, (see Agricultural implements.)
Tile, drain 2
Do. in car-loads, same as brick.
Tin-plate 3
Tin-ware, boxed 1
Tin-ware, loose ..... D. 1
Tobacco, cut 1
Tobacco, plug 3
Tobacco, unmanufactured, in hogsheads, boxes, or bales 4
Tow, owner's risk of fire 1
Do. 14,000 lbs. or over 4
Tool-chests 1
Toys, boxed ..... D. 1
Trees & shrubbery, prepaid, in bales, owner's risk ..... D. 1
Do. do. in boxes, at owner's risk 1
Do. do. car-loads, wagon-rates.
Trunks, empty 1
Tubs 1
Turned-stuff 2
Turpentine, spirits, owner's risk of leakage 1
Twine, in bales 1
Type 2

U.

Umbrellas 1

V.

Varnish, owner's risk of leakage 1
Vegetables, prepaid 1
Velocipedes ..... D. 1
Venison, owner's risk, prepaid 1
Veneering, boxed 2
Veneering, not boxed 1
Vices 2
Vinegar, owner's risk of leakage 3
Do. in car-loads 4
Vitriol, owner's risk ..... D. 1

W.

Wadding ..... D. 1
Wagon-axles, iron 3
Wagon felloes, bows, spokes, and hubs 2
Do. in car-loads ..... S. R.
Wagons, common, in pieces, 1,000 lbs. each 1
Do. in car-loads ..... S. R.
Do. on wheels, (see Carriages.)
Do. children's ..... D. 1
Do. do. knocked down and boxed 1
Wagon skeins and boxes, owner's risk 2
Do. do. do. in car-lots .. 4
Washing machines 1½
Wash-boards 2
Wash-boards, zinc-lined, 25 doz. or over 3
Wax 1
Whalebone 1
Wheelbarrows ..... D. 1
Wheelbarrows, knocked down 1
Whips 1
Whisky, common, owner's risk of leakage 2
Do. 20 bbls or over 4
White-lead, (see Paints.)
Whiting 4
Willow-cuttings, owner's risk, in boxes 2
Willow-cuttings, in bales 1
Willow-reeds 2
Willow-ware ..... D. 1
Wicking ..... D. 1

Window-glass, owner's risk of breakage, 12 by 20 and over	2
under 12 by 20	3
Wine, in baskets or boxes	1
Wire-cloth	1
Wire	2
Do. fencing	3
Do. do. in car-loads	4
Wood, fuel, same as coal per car.	
Wooden ware	1
Wood, in shape, unfinished	2
Do. in car-loads	S. R.
Woods of value, viz: Mahogany, rosewood, lignum-vitæ, cherry, cedar	3
in car-loads	4
Woolen goods	1
Wool	1

Y.

Yarn, pressed and in bales	1

Z.

Zinc-paint, (see Paint.)	
Zinc, sheet, in casks	4
Zinc, sheet or roll, not packed	1

(Indorsement on cover:) No. 543. The Chicago and Northwestern Railway Company, plaintiff in error, vs. Darius Fuller. Iowa sup. court. Filed 15th December, 1871.

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